

UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF RHODE ISLAND

NATIONWIDE LIFE INSURANCE
COMPANY,

Plaintiff,

v.

MANFRED STEINER and SHEILA
STEINER,

Defendants.

Civil Action No.

CA 09

235 ML ✓

COMPLAINT FOR DECLARATORY JUDGMENT

Plaintiff Nationwide Life Insurance Company (“Nationwide”) hereby alleges the following against Defendants Manfred Steiner and Sheila Steiner (collectively, “Defendants”) in support of its action for a declaratory judgment. Defendants have demanded that Nationwide pay them \$1,059,685.48 as the death benefit under an annuity contract that Nationwide issued to Manfred Steiner. Nationwide’s position is that it has validly rescinded the annuity contract in accordance with its plain and explicit terms, and that there is no legal basis to support the Defendants’ demand. This is an action pursuant to 28 U.S.C. §2201 and §2202 for a declaration that (1) the annuity contract has been validly rescinded in accordance with its terms, and/or (2) Nationwide is not obligated to pay Defendants the sum they demand, or any other amount.

PARTIES

1. Plaintiff Nationwide is an Ohio corporation with its principal place of business located at One Nationwide Plaza, Columbus, Ohio 43215. Nationwide is engaged in the insurance and financial services business.

2. Defendants Manfred and Sheila Steiner are individuals who reside at 27 Carousel Drive in Riverside, Rhode Island.

JURISDICTION AND VENUE

3. This Court has jurisdiction over the subject matter of this action under 28 U.S.C. §1332, in that there is complete diversity between Plaintiff (a citizen of Ohio) and Defendants (citizens of Rhode Island). The matter in controversy, exclusive of interest and costs, exceeds the sum of seventy-five thousand dollars (\$75,000). This Court has authority to issue a declaratory judgment pursuant to 28 U.S.C. §2201 and §2202.

4. Venue is proper in this District under 28 U.S.C. §1391(a)(1) and (2). Both Defendants reside in this District and a substantial part of the events giving rise to this claim occurred in this District.

FACTUAL BACKGROUND

5. Nationwide offers a number of different investment products as part of its business, including variable annuity contracts. Variable annuity contracts typically provide a variety of investment features including payment options that can provide periodic income payments; tax-deferred treatment of earnings; and a death benefit. Generally, variable annuities have two phases: (1) an “accumulation” phase during which the investor’s purchase payments are allocated among investment portfolios – variable accounts – and earnings accumulate; and (2) the “distribution” phase when money is withdrawn, either as a lump sum or through various annuity payment options. Variable annuities are designed to be long-term investments to meet retirement and other long-range goals.

6. Variable annuities are sold for either a single purchase payment or a series of purchase payments; the owner chooses certain options for the investment of those funds. The investment options for a variable annuity are typically mutual funds, and they involve investment risk, just as mutual funds and other investment vehicles do.

7. On or about March 20, 2008, Manfred Steiner purchased Nationwide's "Best of America Achiever" variable individual annuity, number 01-6029500 (the "Annuity Contract"). A true and correct copy of the Annuity Contract is attached hereto as "Exhibit A."

8. The Annuity Contract was purchased for an initial premium of \$1,000,000.00.

9. Manfred Steiner also elected various options, specifically the One Month Enhanced Death Benefit Option, the 5% Extra Value Option, the Additional Purchase Payment Credit, and the Beneficiary Protector II Option, which can increase contract value and death benefit.

10. Manfred Steiner was listed as the owner of the Annuity Contract. The annuitant (the person upon whose continuation of life any annuity payments involving life contingencies depend) listed on the Annuity Contract was an individual named Sheryl Stroup. Sheila Steiner was listed as the beneficiary, the person designated by the owner to receive certain benefits under the Annuity Contract if the annuitant dies before the Annuitization Date (the date periodic annuity payments begin to be made to the annuitant).

11. The application for the Annuity Contract, which Manfred Steiner signed, asked for disclosure of the relationship between the annuitant (Sheryl Stroup) and the beneficiary (Sheila Steiner), but this part of the application was left blank. A true and correct copy of the application is attached hereto as "Exhibit B."

12. The Annuity Contract provided that Nationwide would pay a Death Benefit to the beneficiary (Sheila Steiner) if the annuitant (Sheryl Stroup) were to die before the Annuitization Date. The Annuity Contract provided that the "Standard Death Benefit" paid would be the greatest of: (1) the Contract Value, which is the value of the variable accounts in which the investments are held; (2) the total purchase payments less certain adjustments; or (3) the greatest one-year Contract Anniversary value prior to the deceased annuitant's 86th birthday.

13. The Annuity Contract identifies the risks that Nationwide intends to assume in issuing the contract, and provides that Nationwide may rescind the contract if it discovers that the risks it intended to assume have been altered.

14. The Annuity Contract further provides that "[i]f Nationwide discovers that the risk it intended to assume in issuing this Contract has been altered by any of the following, then Nationwide will take any action it feels is necessary to mitigate or eliminate the altered risk, including, but not limited to, rescinding the Contract and returning the Surrender Value." Two of the occurrences the Annuity Contract identifies as allowing Nationwide to rescind are: (1) "[i]nformation provided by the Contract Owner(s) is materially false, misleading, incomplete or otherwise deficient"; and (2) "[t]he Contract is being used with other contracts issued by Nationwide to cover a single life or risk."

15. The Annuity Contract defines its "Surrender Value" as "the Contract Value minus any applicable charges or market value adjustments described in the Contract and any applicable premium taxes."

16. On March 20, 2009, Sheila Steiner submitted to Nationwide documentation of Sheryl Stroup's death and elected payment of the Enhanced Death Benefit under the Annuity Contract as a lump sum. The documentation that Mrs. Steiner submitted to Nationwide indicated that Sheryl Stroup had died on April 29, 2008 (prior to the Annuitization Date) with metastatic lung cancer – just over one month after Manfred Steiner purchased the Annuity Contract, and nearly a full year before Sheila Steiner notified Nationwide of her election of the Death Benefit.

17. This was the second request Nationwide had received to pay a Death Benefit on an annuity as a result of the death of Sheryl Stroup; Sheryl Stroup was also listed as the annuitant on a variable annuity contract owned by someone other than Manfred Steiner on which Nationwide already paid a death benefit claim.

18. On April 14, 2009, Nationwide notified Defendants in writing that it was exercising its right to rescind the Annuity Contract because it had discovered that multiple annuity contracts had been issued on the life of Sheryl Stroup “in contravention of the provisions regarding Nationwide's assumption of risk.” A true and correct copy of the rescission notice Nationwide sent Defendants is attached hereto as “Exhibit C.”

19. Additional grounds for rescission under the Annuity Contract include Defendants' failure to identify in the application any relationship between Sheryl Stroup, the annuitant, and Sheila Steiner, the beneficiary.

20. On April 14, 2009 Nationwide also tendered a check to the Defendants in the amount of \$481,418.15. The amount of \$481,418.15 represents the Surrender Value as defined by the Annuity Contract.

21. On May 12, 2009, Nationwide received a letter from Defendants' attorney demanding that Nationwide pay Sheila Steiner the sum of \$1,059,685.48 as the Death Benefit under the Annuity Contract, plus interest at the statutory rate of 12 percent per annum from April 19, 2009, to the date of payment.

22. Defendants' attorney's demand letter further stated that if such payment was not received in full on or before May 15, 2009, he would commence "any and all appropriate proceedings to enforce the contract and to obtain all available remedies."

COUNT I – DECLARATORY JUDGMENT

23. Plaintiff repeats and incorporates the allegations of paragraphs 1 through 22 above.

24. Although Nationwide has validly and properly rescinded the Annuity Contract in accordance with its terms, and has returned the Surrender Value to the Defendants in accordance with the contract, Defendants claim that Nationwide owes them the Death Benefit under the Annuity Contract, and have threatened Nationwide with imminent legal action unless Nationwide pays the Death Benefit immediately.

25. By reason of the foregoing, an actual and justiciable controversy that is ripe for determination exists between Nationwide and the Defendants.

26. A judicial declaration is necessary to resolve the respective rights and obligations of Nationwide and the Defendants relating to the Annuity Contract.

PRAYER FOR RELIEF

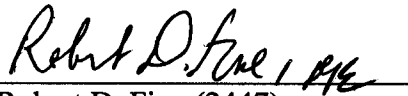
WHEREFORE, pursuant to 28 U.S.C. §2201 and §2202 and Rule 57 of the Federal Rules of Civil Procedure, Plaintiff Nationwide demands judgment in its favor and against Defendants Manfred and Sheila Steiner, to include the following:

(a) A judgment declaring and adjudicating the respective rights and duties of Plaintiff Nationwide, on the one hand, and of Defendants Manfred and Sheila Steiner, on the other, and further declaring that Plaintiff Nationwide has validly rescinded the Annuity Contract in accordance with its terms, and is not obligated to pay Defendants the sum they demand or any other amount; and

(b) Such other and further relief as the Court may deem appropriate.

Respectfully submitted,

Dated: May 19, 2009


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EXHIBIT A



**NATIONWIDE LIFE INSURANCE COMPANY
ONE NATIONWIDE PLAZA
COLUMBUS, OHIO 43215
1-800-848-6331**

NATIONWIDE LIFE INSURANCE COMPANY ("Nationwide") will provide the benefits described in the Contract, including making annuity payments to the Annuitant beginning on the Annuitization Date. The Contract is provided in return for the Purchase Payment(s) made by the Contract Owner.

RIGHT TO EXAMINE AND CANCEL

THE CONTRACT OWNER HAS THE RIGHT TO EXAMINE AND CANCEL THE CONTRACT. THE CONTRACT OWNER MAY RETURN THE CONTRACT WITHIN TEN DAYS OF THE DATE IT IS RECEIVED BY THE CONTRACT OWNER TO THE HOME OFFICE OF NATIONWIDE OR THE AGENT THROUGH WHOM IT WAS PURCHASED. WHEN NATIONWIDE RECEIVES THE CONTRACT, IT WILL CANCEL THE CONTRACT AND REFUND THE PURCHASE PAYMENT IN FULL.

Please note: Nationwide reserves the right to allocate Purchase Payments received during the Right to Examine and Cancel period to a money market fund and will allocate the Contract Value to the underlying mutual fund options specified by the Contract Owner when the Right to Examine and Cancel period has expired.

THIS IS A LEGAL CONTRACT BETWEEN NATIONWIDE AND THE CONTRACT OWNER, PLEASE READ IT CAREFULLY. IF THE CONTRACT IS NOT RETURNED DURING THE RIGHT TO EXAMINE AND CANCEL PERIOD, THE CONTRACT OWNER WILL BE BOUND BY THE TERMS OF THE CONTRACT.

Executed for Nationwide on the Date of Issue by:

Secretary

President

Individual Flexible Purchase Payment Variable Deferred Annuity Contract, Non-Participating

ANNUITY PAYMENTS, DEATH BENEFITS, SURRENDER VALUES, AND OTHER VALUES PROVIDED BY THE CONTRACT ARE: (1) BASED ON THE INVESTMENT EXPERIENCE OF A SEPARATE ACCOUNT; OR (2) SUBJECT TO A MARKET VALUE ADJUSTMENT. THESE VALUES ARE VARIABLE AND MAY INCREASE OR DECREASE WITH THE FLUCTUATIONS OF THE NET INVESTMENT FACTOR OR THE APPLICATION OF A MARKET VALUE ADJUSTMENT AND ARE NOT GUARANTEED AS TO FIXED-DOLLAR AMOUNT, UNLESS OTHERWISE SPECIFIED.

NOTICE: Details of the variable provisions of this Contract
are on pages 5, 8, 14 and 18.

CONTRACT SPECIFICATIONS PAGE**CONTRACT INFORMATION**Parties to the Contract

Contract Owner: MANFRED STEINER

Joint Owner:

Annuitant: SHERYL STROUP

Co-Annuitant:

Contingent Owner:

Contingent Annuitant:

Date of Birth

[REDACTED]

[REDACTED]

Additional Issuing Information

Contract Number: 016029500

Date Of Issue: MARCH 20, 2008

Contract Type: NON-QUALIFIED

Initial Purchase Payment: \$1,010,000.00

Annuity Commencement Date: NOVEMBER 10, 2044

Minimum Requirements

Subsequent Purchase Payments: \$1,000

Minimum Annuity Payment Amount: \$20

Minimum Contract Value Required for Annuitization: \$2,000

STANDARD DEATH BENEFIT AND CDSC

Standard Death Benefit (1-Year Anniversary)

X Eight-Year CDSC Schedule (B-Schedule)

SUMMARY OF CONTRACT EXPENSES

Base Contract Variable Account Charge: 1.55% *

Contingent Deferred Sales Charge Table:

Completed Years Measured From Date of the Purchase Payment:	0	1	2	3	4	5	6	7	8 & Thereafter
CDSC Percentage**:	8%	7%	6%	5%	4%	3%	2%	1%	0%

* The base Variable Account Charge noted above does not include charges associated with any optional features you have elected. These charges are added to the base Variable Account Charge. Remember, charges related to Lifetime Income (including the election of the Spousal Continuation Benefit, if elected) are assessed on the value of the Income Benefit Base and are only assessed once a year.

** The CDSC Percentage changes to the next year's CDSC Percentage on the day before the Purchase Payment year is completed.

OPTIONS ELECTED

<u>Death Benefit Options</u>	Added Charge		<u>Other Options</u>	Added Charge	
One-Month Enhanced Death Benefit	0.20%	X	Beneficiary Protector II	0.35%	X
Combination Enhanced Death Benefit			3% Extra Value*		
Option II			4% Extra Value*		
			5% Extra Value*	0.45%	X
<u>CDSC Options</u>			Capital Pres. Plus Lifetime Income		
No CDSC Option (C-Schedule)			Lifetime Income Option (L.Inc)		
Four-Year CDSC Option (L-Schedule)			L.Inc with Spousal Continuation		

*Additional charges end 8 years from the Date of Issue.

Notes Regarding Additional Charges: For the Death Benefit Option and CDSC Options listed above the additional charge is listed as an annual charge added to the base Variable Account Charge but is deducted from the Variable Account on a daily basis. The charge for the Extra Value options and the Beneficiary Protector II option is structured in the same manner, but also is applied to the rates credited to any amounts allocated to the Fixed Account, if applicable, or the Multiple Maturity Account, if elected, resulting in a corresponding decrease to the interest credited. The Capital Preservation Plus Lifetime Income option also adds the additional charge to the Multiple Maturity Account investment option, if elected, resulting in a corresponding decrease to the interest credited. The Lifetime Income Option, and the Spousal Continuation Benefit, assesses the charge from the Variable Account once each year based on the value of the Income Benefit Base (see the option for details). The Spousal Continuation Benefit is only available in conjunction with the Lifetime Income Option. An "X" next to the charge denotes the option has been elected.

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DEFINITIONS

Accumulation Unit - An accounting unit of measure used to calculate the Variable Accounts value before the Annuitization Date.

Annuitant - The person upon whose continuation of life any annuity payments involving life contingencies depends.

Annuitization - The period during which annuity payments are received by the Annuitant.

Annuitization Date - The date annuity payments begin.

Annuity Commencement Date - The date annuity payments are scheduled to begin.

Annuity Unit - An accounting unit of measure used to calculate variable annuity payments.

Beneficiary - The person designated by the Contract Owner to receive certain benefits under the Contract if the Annuitant or Contract Owner dies before the Annuitization Date and there is no surviving Joint Owner.

Co-Annuitant - The persons designated by the Contract Owner to receive the Spousal Protection benefit. Only one Co-Annuitant upon Annuitization may be the Annuitant upon whose continuation of life any annuity payments involving life contingences depends.

Contingent Annuitant - The person designated by the Contract Owner to be the recipient of certain rights or benefits under the Contract if the Annuitant dies before the Annuitization Date.

Contingent Beneficiary - The person designated by the Contract Owner to receive the benefits accorded the Beneficiary if the Beneficiary is not living when the Annuitant dies.

Contingent Owner - The person designated by the Contract Owner to succeed to the rights of a Contract Owner if the Contract Owner dies before Annuitization and there is no Joint Owner.

Contract - The terms, conditions, benefits and rights of the annuity described in this document, as well as any documents describing elected options, endorsements or attached application form.

Contract Anniversary - Beginning with the Date of Issue, each recurring one-year anniversary of the Date of Issue during which the Contract remains in force.

Contract Owner(s) - The person possessing all rights under the Contract prior to the Annuitization Date, unless there is a Joint Owner.

Contract Value - The combined value of the Variable Accounts and the Multiple Maturity Account.

Date of Issue - The date the first Purchase Payment is applied to the Contract.

Death Benefit - The benefit payable when the Annuitant dies before the Annuitization Date, unless a Contingent Annuitant has been named.

Guaranteed Term Option (GTO) - Investment options that are part of the Multiple Maturity Account providing a guaranteed interest rate paid over certain periods of time (or terms), if certain conditions are met.

Hospital - A state licensed facility which: is operated as a Hospital according to the law of the jurisdiction in which it is located; operates primarily for the care and treatment of sick or injured persons as inpatients; provides continuous 24 hours a day nursing service by or under the supervision of a registered graduate professional nurse (R.N.) or a licensed practical nurse (L.P.N.); is supervised by a staff of physicians; and has medical, diagnostic and major surgical facilities or has access to such facilities on a prearranged basis.

Joint Owner - The person possessing an undivided interest in the entire Contract with the Contract Owner. If there is a Joint Owner, references to Contract Owner and Joint Owner will apply to both of them, or either of them, unless the context requires otherwise.

Long Term Care Facility - A state licensed skilled nursing facility or intermediate care facility that does not include: a place that primarily treats drug addicts or alcoholics; a home for the aged or mentally ill, a community living center, or a place that primarily provides domiciliary, residency or retirement care; or a place owned or operated by a member of the Contract Owner's immediate family.

Multiple Maturity Account - A separate account of Nationwide funding the GTOs with terms of 1, 3, 5, 7 or 10 years with a fixed rate of return (subject to a market value adjustment).

Nationwide - Nationwide Life Insurance Company.

Non-Qualified Contract - A Contract that does not qualify for favorable tax treatment under Internal Revenue Code Sections 408, 408A, 401(a), 403(a) or 403(b).

Purchase Payment(s) - New money deposited into the Contract by the Contract Owner.

Sub-Accounts - Divisions of the Variable Account where Accumulation Units and Annuity Units are maintained separately. Each Sub-Account corresponds to a different underlying mutual fund.

Surrender - A withdrawal of part or all of the Contract Value from the Contract.

Surrender Value - The value of amounts Surrendered from the Contract. This is the Contract Value minus any applicable charges or market value adjustments described in the Contract and any applicable premium taxes.

Terminal Illness - An illness diagnosed after the Date of Issue by a physician that is expected to result in death within 12 months of diagnosis. A physician diagnosing a terminal illness cannot be a party to the Contract nor a member of the immediate family of such interested parties.

Valuation Date - Each day the New York Stock Exchange and Nationwide's home office are open for business or any other day during which there is a sufficient degree of trading in the Sub-Accounts of the Variable Accounts that the current net asset

value of its Accumulation Units might be materially affected. If the required information has not been received by the time indicated, then the date used for valuation will be the next day the New York Stock Exchange and the Nationwide's Home Office are open for business.

Valuation Period - The period of time commencing at the close of a Valuation Date and ending at the close of business for the next succeeding Valuation Date.

Variable Accounts - Separate investment accounts of Nationwide into which Purchase Payments may be allocated.

GENERAL PROVISIONS

Entire Contract

The Contract is the entire agreement between Nationwide and the Contract Owner.

Non-Participating

The Contract is non-participating. It does not share in the surplus of Nationwide.

Incontestability

The Contract will not be contested by Nationwide.

Contract Settlement

Nationwide may require that the Contract be returned before making any annuity payments or processing a Surrender of the entire Surrender Value.

Evidence Of Survival

If annuity payments depend on a person being alive, then Nationwide may require proof that person is still living before making annuity payments.

Alteration or Modification

Changes to the Contract must be made in writing and signed by Nationwide's President or Secretary. The Contract may be modified or superseded by applicable law. Other changes to the Contract will be made only with the mutual

agreement of Nationwide and the Contract Owner. A copy of the amendment will be furnished to the Contract Owner if required.

Assignment

In some cases a Contract Owner may assign some or all rights under the Contract. An assignment has to be made in writing and signed by the Contract Owner during the lifetime of the Annuitant and before the Annuitization Date. The assignment takes effect on the date it is recorded by Nationwide. Assignment will not be recorded until Nationwide has received sufficient direction from the Contract Owner and assignee as to how rights under the Contract will be allocated. Nationwide may reject or not recognize assignments designed to alter the character of the risk that it originally assumed in issuing the Contract.

Nationwide is not responsible for the validity or tax consequences of any assignment or for any payment or other settlement made prior to Nationwide's recording of the assignment.

Protection of Proceeds

Proceeds under the Contract are not assignable by any Beneficiary prior to the time they become payable. To the extent permitted by applicable law, proceeds are not subject to the claims of creditors or to legal process.

Misstatement of Age or Sex

If the age or sex of the Contract Owner, Joint Owner, Annuitant, Beneficiary or Contingent Beneficiary is misstated, all payments and benefits under the Contract will be adjusted. Payments and benefits will be based on the correct age or sex. Proof of age of an Annuitant may be required at any time, in a form satisfactory to Nationwide. When the age or sex of an Annuitant has been misstated, the dollar amount of any overpayment will be deducted from the next payment or payments due under the Contract. The dollar amount of any underpayment made by Nationwide as a result of an age or sex misstatement will be paid in full with the next payment due under the Contract.

Reports

Before Annuitization, a report showing the Contract Value will be sent to the Contract Owner at his or her last known address at least once a year.

CONTRACT EXPENSES

Variable Account Charge

The base Variable Account charge is 1.55% on an annualized basis and compensates Nationwide for administrative and distribution expenses, as well as expenses associated with issuing, maintaining and assuming certain risks in connection with the Contract. The election of any available options may increase this charge. Nationwide deducts this charge from the Variable Accounts each business day based on the value of the Variable Accounts.

Contingent Deferred Sales Charge ("CDSC")

A CDSC may be assessed by Nationwide for any Surrender from the Contract. The CDSC covers expenses related to the sale of the Contract. The CDSC applies only to Purchase Payments that are Surrendered.

The CDSC is calculated by multiplying the CDSC percentages in the following table by the Purchase Payments Surrendered. In calculating the CDSC, all Surrenders are treated as coming from the oldest Purchase Payment first and then from the next oldest Purchase Payment and so forth. Earnings on Surrendered Purchase Payments are not considered until all Purchase Payments are Surrendered. Amounts Surrendered as described in the CDSC Free Partial Surrenders paragraphs following the table are not considered a Surrender of Purchase Payments.

For federal income tax purposes, full or partial Surrenders are treated as a withdrawal of earnings first.

Number of Completed Years Measured from the Date of the Purchase Payment	CDSC Percentage
0	8%
1	7%
2	6%
3	5%
4	4%
5	3%
6	2%
7	1%
8 and thereafter	0%

The CDSC Percentage noted in the preceding table changes to the next year's CDSC Percentage on the day before the completed Purchase Payment year.

Nationwide will waive or reduce CDSC for the following Surrenders:

- (1) CDSC Free Partial Surrenders - Each year (beginning with the Date of Issue), the Contract Owner may Surrender without CDSC an amount equal to the greatest of: (a) 15% of the net difference of Purchase Payments still subject to CDSC less Purchase Payments that have been Surrendered and were subject to CDSC; (b) the amount required to meet minimum distribution requirements under the Internal Revenue Code; or (c) the amounts in the following table that are a part of an age-based systematic Surrender program elected by the Contract Owner.

Age of Contract Owner*	Contract Value Percentage
Under Age 59 1/2	5%
Age 59 1/2 through Age 61	7%
Age 62 through Age 64	8%
Age 65 through 74	10%
Age 75 and Over	13%

*The age of the Contract Owner will be determined as of the date the request for systematic Surrender is received and recorded by Nationwide at its home office in Columbus,

Ohio. In the case of Joint Ownership, the "Age of Contract Owner" will be based on the older Joint Owner.

If the total amounts Surrendered in any year exceed the CDSC Free Partial Surrenders amount calculated under item (c), then such total Surrendered amounts will be eligible only for CDSC Free Partial Surrenders amounts identified under items no. (a) and (b) and the total amount of CDSC charged during that year will be determined on such basis.

This CDSC Free Partial Surrender privilege described in the preceding paragraphs is non-cumulative. This means any part of the CDSC Free Partial Surrender amount not taken by the Contract Owner in a given year cannot be added to the available CDSC Free Partial Surrender amount in any later years. The CDSC Free Partial Surrender only applies to partial Surrenders. If the entire Contract is fully Surrendered, then CDSC will apply to all Purchase Payments Surrendered.

For purposes of the CDSC Free Partial Surrender privilege, a full Surrender is also considered: (a) a Surrender of the entire Surrender Value in any one year period (as measured from a Contract Anniversary date or the Date of Issue) or (b) any Surrender of 90% or more of the Contract Value.

- (2) Death Benefit Payment - CDSC is not charged on payment of the Death Benefit if the Annuitant dies before the Annuitization Date. However, if the Contract is continued and Purchase Payments are made after the death of Annuitant, a CDSC will apply to those Purchase Payments.
- (3) Annuity Payments - CDSC is not charged on amounts applied to an annuity payment option.
- (4) Certain Contract Exchanges - Nationwide may decide not to charge CDSC if the Contract is Surrendered in exchange for another contract issued by Nationwide or one of its affiliated insurance companies. Please note that a

CDSC or other type of surrender charge may apply to the contract received in exchange for the Contract. If another contract issued by Nationwide or one of its affiliates is exchanged for the Contract, Nationwide may reduce the CDSC on the Contract.

- (5) Long-Term Care - Nationwide will not charge CDSC if the Contract Owner (or Annuitant if the Contract Owner is not a natural person) is confined to Long Term Care Facility or Hospital for a continuous period of 90 days or more at any time after the third Contract Anniversary. If there is a Joint Owner, the CDSC will not be charged if either Joint Owner meets the preceding requirements. A request to waive CDSC under this provision must be received during the confinement to the Long Term Care Facility or within 90 days after confinement ends.
- (6) Terminal Illness - CDSC will not be charged if the Contract Owner (or a Joint Owner) is diagnosed by a physician (who is not a party to the Contract nor an immediate family member of a party to the Contract) as having a Terminal Illness at any time after the Date of Issue.
- (7) Certain Group Offerings - Nationwide may reduce CDSC if the Contract is sold to a trustee, employer or similar entity under a retirement plan or in similar arrangements resulting in expense savings.

PARTIES TO THE CONTRACT

Nationwide and the Contract Owner (including any Joint Owner) are the primary parties to the Contract. Additional parties listed in the Contract may be entitled to certain rights, but only under specific conditions, as described in the Contract.

The Contract Owner may change a party named in the Contract, except a Joint Owner, if the change request is in writing. Changes are effective as of the date the change request is signed. Nationwide, however, is not responsible for payment or other actions taken before the change request is received. Changes to the Annuitant require Nationwide's written consent and may only be

done prior to the Annuitization Date. Nationwide is not responsible for the tax implications of any changes to the named parties. Nationwide may reject changes to the parties named in the Contract if the risk originally assumed by Nationwide in issuing the Contract is materially altered, multiple annuity contracts issued by Nationwide are being utilized to cover a single risk, or if the result of the change is to transfer rights or benefits to an institutional investor.

A change of Contract Owner may require a signature guarantee and must be signed by the Contract Owner and the person designated as the new Contract Owner.

Changes to the Annuitant or Contingent Annuitant are subject to underwriting and approval by Nationwide. If any Contract Owner is not a natural person, the change of the Annuitant will be treated as the death of the Contract Owner.

Nationwide

Nationwide is a stock life insurance company organized under Ohio law. In exchange for the Purchase Payment(s) made under this Contract, Nationwide issues the Contract to the Contract Owner, assumes certain risks and promises to make certain payments.

In issuing this Contract, Nationwide intends to offer only annuity and related benefits (including death benefits) to single individuals and their beneficiaries. These benefits result in Nationwide assuming certain risks. This Contract is not intended for use by institutional investors, people trying to cover risks involving multiple lives with a single contract or by someone trying to cover a single life with multiple Nationwide contracts.

If Nationwide discovers that the risk it intended to assume in issuing this Contract has been altered by any of the following, then Nationwide will take any action it feels is necessary to mitigate or eliminate the altered risk including, but not limited to, rescinding the Contract and returning the Surrender Value:

- (1) Information provided by the Contract Owner(s) is materially false, misleading, incomplete or otherwise deficient.

- (2) The Contract is being used with other contracts issued by Nationwide to cover a single life or risk.
- (3) The Contract is being used to cover multiple lives or risks.
- (4) The Contract is being used by an institutional investor.

Nationwide's failure to detect, mitigate or eliminate altered risk does not act as a waiver of its rights and does not bar Nationwide from asserting its rights at a future date.

Contract Owner

The Contract Owner has all rights under the Contract before the Annuitization Date, unless a Joint Owner is named. If the person purchasing the Contract names someone else as the Contract Owner, then the purchaser will have no rights under the Contract.

The Annuitant becomes the Contract Owner on the Annuitization Date.

Joint Owner

Joint Owners must be spouses at the time joint ownership is requested. Joint Owners have an undivided interest in the Contract and any exercise of ownership rights in the Contract must be in writing and signed by both Joint Owners.

Contingent Owner

The Contingent Owner may receive benefits under the Contract, but only if the Contract Owner is not named as the Annuitant, dies prior to the Annuitization Date and there is no surviving Joint Owner. If more than one Contingent Owner survives the Contract Owner, each will share equally unless otherwise specified in the Contingent Owner designation.

If a Contract Owner is named as the Annuitant and dies before the Annuitization Date, then the Contingent Owner does not have any rights in the Contract. If a surviving Contingent Owner is also named as the Beneficiary, then he/she will have all the rights of a Beneficiary.

Annuitant

The Annuitant is the person who will receive annuity payments upon Annuitization. The Annuitant must be age 85 or younger at the time of Contract issuance unless Nationwide approves a request for the Annuitant to be older. The Annuitant may not be changed prior to the Annuitization Date without Nationwide's written consent.

Contingent Annuitant

If the Annuitant dies before the Annuitization Date, the Contingent Annuitant becomes the Annuitant. The Contingent Annuitant must be age 85 or younger at the time of Contract issuance unless Nationwide approves a request for the Contingent Annuitant to be older. All provisions of the Contract that are based on the death of the Annuitant prior to the Annuitization Date will be based on the death of the last survivor of the Annuitant and Contingent Annuitant.

Co-Annuitant

Co-Annuitants may be named for the sole purpose of utilizing the spousal protection benefit. The Co-Annuitants must be spouses and age 85 or younger at the time they are named as such. The spousal protection benefit provides for the payment of the Death Benefit on the death of each Co-Annuitant.

One of the Co-Annuitants must be treated as the Annuitant for purposes of payment under an annuity payment option.

For details, please see the description of the spousal protection feature in the Succession of Rights and the Death Benefit section of the Contract.

Beneficiaries and Contingent Beneficiaries

The Beneficiary may be entitled to certain rights under the Contract. Whether these rights actually vest depends on several conditions. The Contingent Beneficiary has no rights unless he/she survives all Beneficiaries and such Beneficiaries (had they survived) would be entitled to receive payments under the Contract. The right to receive payments under the Contract, including

the Death Benefit, is described in detail in the Succession of Rights and the Death Benefit section of the Contract.

Unless otherwise directed by the Contract Owner, the following will apply:

- (1) After the death of the Contract Owner (assuming all rights vest with the Beneficiary as described in the preceding paragraphs), the Beneficiary may name a successor beneficiary. A successor beneficiary will have the right to receive any Contract proceeds remaining after the Beneficiary dies;
- (2) If there is more than one Beneficiary, each will share equally in any right to receive payment;
- (3) If there is more than one Contingent Beneficiary, each will share equally in any right to receive payment.

CONTRACT INVESTMENT OPTIONS

The Contract offers two classifications of investment options: the Sub-Accounts within a Variable Account; and guaranteed term options under the Multiple Maturity Account.

Variable Account(s)

Nationwide may make available one or more Variable Accounts in which Contract Owners may elect to invest.

Variable Accounts are segregated investment accounts of Nationwide. All assets of the Variable Accounts remain the property of Nationwide, but are not charged with the liabilities from any other of its businesses. Income, gains and losses of the Variable Accounts reflect their own investment experience and not the investment experience of Nationwide. Although the assets in the Variable Accounts are the property of Nationwide, it is obligated to make payments to the parties of the Contract.

Each Variable Account may offer various underlying investment options, each being a Sub-Account of the Variable Account. The Contract Owner may allocate Purchase Payments to any of the available Sub-Accounts of each Variable

Account. Purchase Payments allocated to Sub-Accounts may be subject to terms or conditions established by the corresponding underlying investment option.

The underlying investment options available in the Variable Accounts are not publicly traded investment options or mutual funds.

The value of amounts allocated to each Sub-Account is determined by multiplying the number of Accumulation Units in the Sub-Account by the Accumulation Unit value. Charges assessed by the underlying investment options, as well as the Variable Account charge, are deducted each day when calculating the Accumulation Unit value. When a Sub-Account is established, the Accumulation Unit value is initially set at \$10 per unit. The Accumulation Unit value of the Sub-Account fluctuates based on the investment performance of the corresponding underlying investment option. Investment experience is not tied to the number of Accumulation Units, but the value of the Accumulation Units. Accumulation Units of a Sub-Account are added by Purchase Payment or transfer allocations. Accumulation Units of a Sub-Account are subtracted by any Surrenders, transfers to other Sub-Accounts or Multiple Maturity Account or charges described in the "Contract Expense" section (except the Variable Account charge).

The investment performance of a Sub-Account is determined by the net investment factor. The net investment factor is determined by dividing (a) by (b) and subtracting (c) from the result where:

- (a) is the net asset value for the current Valuation Period of the underlying investment option corresponding to the Sub-Account (plus any dividend or income distributions made by such underlying investment option);
- (b) is the net asset value of the underlying investment option determined as of the preceding Valuation Period; and
- (c) is a factor representing the daily Variable Account charge (determined by taking the annualized Variable Account charge and dividing it by the number of days in the current calendar year).

If the net investment factor is multiplied by the preceding Valuation Period's Accumulation Unit value, the result will be the current Valuation Period's Accumulation Unit value. If the net investment factor is greater than 1, the Accumulation Unit value increases. If the net investment factor is less than 1, the Accumulation Unit value decreases.

If an underlying investment option is no longer available for investment by a Variable Account or if, in the judgment of Nationwide's management, further investment in such underlying investment option would be inappropriate in view of the purposes of the Contract, Nationwide may substitute another underlying investment option for an underlying investment option already purchased or to be purchased in the future by Purchase Payments under the Contract.

In the event of a substitution or change, Nationwide may make changes to the Contract and other contracts of this class as may be necessary to reflect the substitution or change. Nothing contained in the Contract will prevent the Variable Accounts from purchasing other securities for other series or classes of contracts or from effecting a conversion between series or classes of contracts on the basis of requests made individually by owners of such contracts.

Multiple Maturity Account

The GTOs of the Multiple Maturity Account are subject to a market value adjustment (described in the following paragraphs) for any Surrender, transfer or Annuitization occurring prior to the expiration of a GTO.

The Multiple Maturity Account has five GTOs available. The available GTOs have terms lasting one-year, three years, five years, seven years and ten years. The minimum of each allocation to a GTO is \$1,000.

During the term of a GTO, Nationwide credits an interest rate that is established upon the GTO allocation. The interest rate is credited during the term of the GTO. Interest rates for GTOs will vary, but once an allocation has been made to a GTO, the interest rate established will be credited

for the term of the GTO (subject to the market value adjustment, as described in the following paragraphs).

At least 15 days and at most 30 days before the end of each calendar quarter, Contract Owners having GTOs reaching the end of their terms in the next quarter will be notified of their impending expiration. When the GTOs have expired, the Contract Owner will then have 30 days from the day following expiration to Surrender or transfer the GTOs without application of the market value adjustment. During the 30 days after the GTOs have expired, the interest rate established for the GTO will continue to be credited. If the GTOs have not been transferred or Surrendered 30 days following the expiration date, amounts in the GTOs will be transferred automatically to a money market Sub-Account.

GTOs are only available prior to the Annuitization Date. If the Contract is annuitized during the term of a GTO, then the amounts in the GTO must be transferred to a Sub-Account of the Variable Account and will be subject to a market value adjustment.

A market value adjustment ("MVA") applies to all amounts in a GTO that are transferred or Surrendered prior to the expiration of the term. This includes amounts transferred for a loan. All interest rate swaps described in connection with the MVA formula are published by the Federal Reserve Board. If the Federal Reserve Board halts publication of interest rate swaps and there is no suitable alternative source of interest rate swaps, or if, for any other reason, interest rate swaps are not available to be relied upon, Nationwide will use appropriate rates based on treasury bond yields.

The MVA is calculated using an MVA formula expressing the relationship between three factors: (1) the interest rate swap for a period equivalent to the term of the GTO at the time of allocation; (2) the interest rate swap at the time of Surrender or transfer for a period of time with maturity equal to the time remaining until expiration of the GTO; and (3) the number of days remaining until the date the GTO expires.

The formula for determining the MVA is:

$$\left(\frac{1 + a}{1 + b + 0.0025} \right)^t$$

Where:

a = the interest rate swap for a period equivalent to the term of the GTO at the time of allocation (1, 3, 5, 7 or 10 years);

b = the interest rate swap at the time of distribution for a period of time with maturity equal to the time remaining until expiration of the GTO. In determining the number of years to maturity, any partial year is counted as a full year, unless it causes the number of years to exceed the GTO's term;

t = the number of days until the expiration of the GTO, divided by 365.25.

In the case of **a**, the interest rate swap used is the rate published two days before the date the allocation to the GTO was made. If no interest rate swap is available for this date, then the most recent available rate prior to that date will be used.

In the case of **b**, the interest rate swap used is the rate published two days before the date of Surrender or transfer. If no interest rate swap is available for this date, then the most recent available rate prior to that date will be used.

For periods not coinciding with the published interest rate swap periods, rates used in **a** and **b** will be determined by an adjustment to the published interest rate swaps based on a proportion to the difference in years.

The MVA formula also accounts for the administrative and processing expenses incurred when fixed-interest investments are liquidated. This is represented in the addition of 0.0025 in the MVA formula.

The result of the MVA formula as described in this section is an MVA factor. The MVA factor will be more than, less than, or equal to one. The MVA formula is multiplied by amounts transferred, Surrendered or Annuitized from the GTO.

- (1) Positive Adjustment - If the MVA factor is greater than one, the adjustment is positive and the value of amounts transferred or Surrendered from the GTO increase.
- (2) Negative Adjustment - If the MVA factor is less than one, the adjustment is negative and the value of amounts transferred or Surrendered from the GTO decreases.
- (3) No Adjustment - If the MVA factor is exactly one, there is no adjustment and the value of amounts transferred or Surrendered from the GTO does not change.

OPERATION OF THE CONTRACT

Purchase Payments

The Contract is issued in consideration of the Purchase Payment(s) made by the Contract Owner. Purchase Payments are accepted by Nationwide at its home office in Columbus, Ohio. The minimum initial Purchase Payment is required on the Date of Issue and must be at least \$15,000. Nationwide does not require any additional Purchase Payments after the minimum initial Purchase Payment has been satisfied and the Contract will not lapse or otherwise be cancelled for failure to make additional Purchase Payments. Nationwide accepts additional Purchase Payments of \$1,000 or more. If additional Purchase Payments are made via automated clearinghouse, the minimum subsequent Purchase Payment amount is reduced to \$150.

Notwithstanding the preceding paragraph, total cumulative Purchase Payments under the Contract and any other annuity contract issued by Nationwide with the same Annuitant may not exceed \$1,000,000 (and will be returned to the Contract Owner), unless Nationwide agrees in writing to accept Purchase Payments exceeding \$1,000,000.

Additional Credits on Purchase Payments

The additional credits on Purchase Payments may not be available in conjunction with the election of certain options.

Nationwide will provide a credit if certain levels of Purchase Payments are achieved as outlined in the following:

- (1) When cumulative Purchase Payments (minus any Surrenders) under the Contract exceed \$500,000, Nationwide will credit to the Contract an amount equal to 0.50% of all such Purchase Payments. In the case of a subsequent Purchase Payment (minus any Surrenders) reaching the \$500,000 minimum, the 0.50% will be credited on all Purchase Payments attributed to the cumulative total Purchase Payment amount of \$500,000. Subsequent Purchase Payments between \$500,001 and \$999,999 will each receive a credit that is equal to 0.50%.
- (2) When cumulative Purchase Payments (minus any Surrenders) under the Contract exceed \$1,000,000, Nationwide will credit to the Contract an amount equal to 1.00% of all such Purchase Payments. In the case of a subsequent Purchase Payment (minus any Surrenders) reaching the \$1,000,000 minimum, a credit of 0.50% will be credited on cumulative Purchase Payments (minus any Surrenders) between \$0 and \$999,999 (in addition to the previous credit made under item no. (1) above) for a total credit of 1.00%.

Additional Purchase Payments (minus any Surrenders) in excess of the \$1,000,000 minimum will each receive a credit 1.00%.

If the Contract is returned pursuant to the Right to Examine and Cancel provision, any credits described herein that have been made to the Contract by Nationwide will be forfeited.

Additional credits on Purchase Payments are made only once upon reaching the specified thresholds. For example, if cumulative Purchase Payments (minus any Surrenders) exceed \$1,500,000 then the total additional credited amount is equal to \$15,000. Subsequent Surrenders followed by new Purchase Payments

will not receive additional credits until the original \$1,500,000 receiving additional credits on Purchase Payments is exceeded by these new Purchase Payments.

Transfers

Prior to the Annuitization Date, transfers among the investment options available under the Contract are permitted 20 times per calendar year. Nationwide accepts transfers in excess of 20, but only if they are sent via ordinary U.S. Mail. For purposes of determining the number of transfers, the following will apply:

- (1) a transfer is considered to be one or more allocations of Contract Value among available investment options on a single business day;
- (2) the transfer limit of 20 will be set (or re-set) every calendar year beginning January 1st;
- (3) transfers not exercised during a given calendar year cannot be "banked" or otherwise accumulated and used in subsequent calendar years (transfer limits are non-cumulative in nature);
- (4) asset rebalancing transactions, as described in the Contract Owner Services section of the Contract, are considered transfers;
- (5) dollar cost averaging transactions, as described in the Contract Owner Services section of the Contract, are not considered transfers.

There are certain transfer restrictions or fees that may be imposed by underlying mutual funds.

Nationwide may refuse, limit or otherwise restrict transfer requests, or take any other reasonable action it deems necessary to protect Contract Owners, Annuitants and/or Beneficiaries from short-term trading strategies or other harmful investment practices that negatively impact underlying mutual fund performance. Nationwide may restrict a Contract Owner engaged in such a practice or strategy or a third-party acting on behalf of a Contract Owner(s).

Nationwide's failure to take action in any one or more instances with respect to the preceding restrictions is not, nor is it to be construed or deemed as, a further or continuing waiver of its right to enforce them.

Transfers among the Variable Account(s) and Multiple Maturity Account must be made before the Annuitization Date. The following transfer restrictions apply.

- (1) Nationwide may restrict transfers into and out of the Multiple Maturity Account to one per calendar year (not including transfers in or out during the thirty days following the date a GTO has expired). Transfers into a GTO must be at least \$1,000.
- (2) Nationwide may delay a transfer out of the Multiple Maturity Account for a period of up to six months from the date it receives the request from the Contract Owner.

Surrenders

The Contract Owner may Surrender part or all of the Contract Value before the earlier of:

- (1) the death of the Annuitant and any Contingent Annuitant; or
- (2) the Annuitization Date.

Nationwide requires that Surrender requests be made in writing and may require the return of the Contract if the entire Contract Value is being Surrendered. To insure Surrenders are being requested properly, Nationwide may require the signature(s) on a Surrender request be guaranteed by a member firm of a major stock exchange or other depository institution qualified to do so.

Unless the Contract Owner provides specific direction to Nationwide as to how amounts from the Contract are to be Surrendered, Nationwide will process requests for Surrender in the following manner.

- (1) Proportional Surrender - Surrenders will be taken proportionally from each option in which the Contract Owner is invested based on its value (the Variable Account(s) and the Multiple Maturity Account).
- (2) Surrender Amount Received - The amount received by the Contract Owner will be equal to the amount of the Surrender requested by the Contract Owner minus any charges described in the Contract Expenses section or adjustments and any applicable premium taxes.

The Surrender Value will be paid to the Contract Owner within seven days of the date Nationwide receives, at its home office in Columbus, Ohio, the properly executed Surrender request from the Contract Owner.

The Surrender Value is equal to:

- (1) the Contract Value; minus
- (2) any charges described in the Contract Expenses section; plus or minus
- (3) a market value adjustment (if applicable); minus
- (4) any state premium taxes.

Any applicable federal income taxes are not included in calculating the Surrender Value.

Nationwide may delay Surrender requests as follows:

- (1) Nationwide reserves the right to delay payment of a Surrender of any portion of the Multiple Maturity Account for up to six months from the date the request is received;
- (2) Nationwide has the right to suspend or delay the date of any Surrender from a Variable Account for any period when;
 - a) the New York Stock Exchange is closed,
 - b) when trading on the New York Stock Exchange is restricted,

- c) when an emergency exists and as a result the disposal of securities in a Variable Account is not reasonably practicable or it is not reasonably practicable to fairly determine the value of the net assets in a Variable Account, or
- d) during any other period when the Securities and Exchange Commission by order permits a suspension of Surrender for the protection of security holders.

Rules and regulations of the Securities and Exchange Commission may govern as to whether certain conditions set forth in the preceding paragraphs exist.

Surrenders Required by the Internal Revenue Code

Certain Surrenders may be required by the Internal Revenue Code. For purposes of this section, a Surrender may also be termed a "distribution" or a "required distribution."

In no case may a Surrender be delayed beyond the time specified by Internal Revenue Code Section 72(s).

If any Contract Owner or Joint Owner dies (including an Annuitant who becomes the Contract Owner of the Contract on the Annuitization Date), certain distributions are required by Section 72(s) of the Internal Revenue Code. The following distributions will be made in accordance with these requirements (regardless of any other provisions in the Contract):

- (1) If any Contract Owner dies on or after the Annuitization Date and before the entire interest under the Contract has been distributed, then the remaining portion of such interest shall be distributed at least as rapidly as under the method of distribution in effect as of the date of such Contract Owner's death.
- (2) If any Contract Owner dies before the Annuitization Date, then the entire interest in the Contract (consisting of either the Death Benefit or the Contract Value reduced by certain charges as set forth elsewhere in the

Contract) shall be distributed within 5 years of the death of the deceased Contract Owner, provided however:

- (a) If any portion of such interest is payable to or for the benefit of a natural person who is a surviving Contract Owner, Contingent Owner, Joint Owner, Annuitant, Contingent Annuitant, Beneficiary or Contingent Beneficiary as the case may be (each a "designated beneficiary"), such portion may, at the election of the designated beneficiary, be distributed over the life of such designated beneficiary, or over a period not extending beyond the life expectancy of such designated beneficiary, provided that payments begin within one year of the date of the deceased Contract Owner's death (or such longer period as may be permitted by federal income tax regulations). Life expectancy and the amount of each payment will be determined as prescribed by federal income tax regulations.
- (b) If the designated beneficiary is the surviving spouse of the deceased Contract Owner, such spouse may elect, in lieu of the Death Benefit, to become the Contract Owner of this Contract, and the distributions required under the Required Distribution Provisions will be made upon the death of such spouse.

In the event that the Contract Owner is not a natural person (e.g., a trust or corporation), then, for purposes of these distribution provisions, (i) the death of the Annuitant shall be treated as the death of any Contract Owner, (ii) any change of the Annuitant shall be treated as the death of any Contract Owner, and (iii) in either case the appropriate distribution required under these distribution rules shall be made upon such death or change, as the case may be. The Annuitant is the primary annuitant as defined in Section 72(s)(6)(B) of the Code.

These distribution provisions shall not be applicable to any Contract that is not required to be subject to the provisions of Section 72(s) of the Code by reason of Section 72(s)(5) or any other

law or rule. Such Contracts include, but are not limited to, any Contract (i) which is provided under a plan described in Section 401(a) of the Code which includes a trust exempt from tax under Section 501 of the Code; (ii) which is provided under a plan described in Section 403(a) of the Code; (iii) which is described in Section 403(b) of the Code; (iv) which is an individual retirement annuity or provided under an individual retirement account or annuity as described in Section 408 of the Code; or (v) which is a qualified funding asset (as defined in Section 130(d) of the Code, but without regard to whether there is a qualified assignment).

Additional Tax Information

The Contract is subject to requirements found in the Internal Revenue Code. It is intended that the Contract be treated as an "annuity contract" for federal income tax purposes. Nationwide will interpret and administer all sections of the Contract in accordance with Internal Revenue Code Section 72(s). Nationwide reserves the right to amend this Contract to comply with requirements set out in the Internal Revenue Code and regulations and rulings thereunder, as they may exist from time to time.

Surrenders are calculated by use of the expected return multiples specified in Tables V and VI of Section 1.72-9 of the Treasury Regulations and calculated in accordance with the calculation methods made available by Nationwide, prescribed by the regulations and elected by the Contract Owner.

If the Contract is issued other than as a Non-Qualified Contract, the Contract Owner will receive an endorsement describing the Contract requirements for the type of Contract issued.

Nationwide will deduct against the Contract Value the amount of any premium taxes levied by a state or any other government entity on Purchase Payments. The method used to recoup premium taxes will be determined by Nationwide at its sole discretion and in compliance with applicable state law. Nationwide currently deducts premium taxes from a Contract Value at one of the following times:

- (1) when the Contract is Surrendered;
- (2) on the Annuitization Date; or
- (3) when Nationwide is subject to the premium tax.

CONTRACT OWNER SERVICES

Listed in this section are descriptions of certain services Nationwide may make available under the Contract. The services described in this section are not available on or after the Annuitization Date.

Asset Rebalancing

Please note that terms and conditions imposed by underlying mutual funds may restrict the ability to do asset rebalancing with certain Sub-Accounts.

Nationwide permits the Contract Owner to elect, on a form provided by Nationwide, to periodically have the part of the Contract Value held in the Sub-Accounts of a Variable Account re-allocated on a predetermined percentage basis. This service is not available, nor will it ever apply, to any part of the Contract Value allocated to the Multiple Maturity Account.

The Contract Owner may elect to have asset rebalancing done on a quarterly, semi-annual or annual basis. If the last day of any of these periods falls on a date other than a Valuation Date, Nationwide will process the asset rebalancing on the next available Valuation Date.

Nationwide may, on a prospective basis, discontinue new asset rebalancing programs. Nationwide may also assess a processing fee for this service.

Dollar Cost Averaging Programs

The Contract Owner may elect, on a form provided by Nationwide, to transfer on a monthly, quarterly, semi-annual or annual basis specified amounts from certain Sub-Accounts of a Variable Account.

Dollar cost averaging transfers will continue out of the applicable Sub-Account until exhausted or the Contract Owner instructs Nationwide in writing to discontinue the program.

Systematic Surrenders

The Contract Owner may elect, on a form provided by Nationwide, to take systematic Surrenders of \$100 or more on a monthly, quarterly, semi-annual or annual basis. Nationwide will process the Surrenders on pro-rata basis from each Sub-Account of the Variable Accounts. Systematic Surrenders are not available for amounts invested in the Multiple Maturity Account. Systematic Surrenders may be subject to the charges described in the Contract Expenses section, as well as any applicable state premium taxes. Unless otherwise directed by the Contract Owner, Nationwide will withhold federal income taxes from each systematic Surrender.

The Contract Owner may request an age-based systematic Surrender program (in accordance with the table that follows). This type of systematic Surrender program terminates each year on the day before the Contract Anniversary and may be reinstated only on or after the next Contract Anniversary pursuant to a new request.

Age of Contract Owner*	Contract Value Percentage
Under Age 59 1/2	5%
Age 59 1/2 through Age 61	7%
Age 62 through Age 64	8%
Age 65 through 74	10%
Age 75 and Over	13%

*The age of the Contract Owner will be determined as of the date the request for systematic Surrender is received and recorded by Nationwide at its home office in Columbus, Ohio. In the case of Joint Ownership, the "Age of Contract Owner" will be based on the older Joint Owner.

Unless the Contract Owner has made an irrevocable election of Surrenders of substantially equal periodic payments, the systematic Surrenders may be discontinued at any time by written notification to Nationwide. Nationwide

may discontinue prospective systematic Surrender programs.

SUCCESSION OF RIGHTS AND THE DEATH BENEFIT PRIOR TO ANNUITIZATION

Whether a party to the Contract has certain rights (including the right to receive the Death Benefit) depends on whether certain parties (such as a Contingent Annuitant or Joint Owner) have been named and whether the Contract Owner and the Annuitant are the same person.

Death of the Contract Owner

If the Contract Owner (or any Joint Owner) and the Annuitant are not the same person and such Contract Owner dies before the Annuitization Date, the "Death Benefit" section does not apply and contractual rights succeed in the following order:

- (1) if there is a surviving Joint Owner, he/she becomes the new Contract Owner;
- (2) if there is no surviving Joint Owner, the Contingent Owner becomes the new Contract Owner;
- (3) if there is no surviving Joint Owner or Contingent Owner, the Beneficiary(ies) becomes the new Contract Owner;
- (4) if there is no surviving Beneficiary(ies), then the last surviving Contract Owner's estate becomes the new Contract Owner.

Death of Contract Owner/Annuitant

If the Contract Owner (or any Joint Owner) and the Annuitant are the same person, and that person dies before the Annuitization Date, the Death Benefit becomes payable. Rights to the Death Benefit are determined in the following order:

- (1) if there is a surviving Joint Owner, he/she is entitled to the Death Benefit;
- (2) if there is no surviving Joint Owner, the Beneficiary(ies) are entitled to the Death Benefit;

- (3) if there is no surviving Joint Owner or Beneficiary(ies), then the Contingent Beneficiary(ies) are entitled to the Death Benefit;
- (4) if there is no surviving Contingent Beneficiary(ies), then the last surviving Contract Owner's estate is entitled to the Death Benefit.

Death of Annuitant

If there is no Contingent Annuitant, the Contract Owner and the Annuitant are not the same person, and the Annuitant dies before the Annuitization Date, then rights to the Death Benefit are determined in the following order:

- (1) the Beneficiary(ies), if they survive the Annuitant;
- (2) the Contingent Beneficiary(ies), if they survive the Annuitant;
- (3) the last surviving Contract Owner's estate.

Death Benefit Payment

The Death Benefit is only payable if the Annuitant dies before the Annuitization Date. The value of each component comprising the calculation of the amount of the Death Benefit is determined as of the date of the Annuitant's death, except for the Contract Value component which is valued as of the date Nationwide receives the information necessary to pay a Death Benefit claim as described below.

Prior to paying the Death Benefit, Nationwide must receive in writing at its home office in Columbus, Ohio the following three items: (1) proper proof of the Annuitant's death; (2) an election specifying the method of Surrender; and (3) state required forms, if any.

Nationwide will accept any one of the following as proper proof of the Annuitant's death:

- (1) a certified copy of the death certificate;
- (2) a copy of a certified decree of a court of competent jurisdiction as to the finding of death;

- (3) a written statement by a medical doctor who attended the deceased Annuitant; or

- (3) any other proof Nationwide finds acceptable.

The Beneficiary must elect a method of Surrender that complies with any applicable Internal Revenue Code requirements. The Beneficiary may elect to receive the Death Benefit in the form of:

- (1) a lump sum distribution;
- (2) an annuity payment; or
- (3) any distribution that is permitted by state and federal regulations and is acceptable to Nationwide.

The Death Benefit payment will be made or will commence within 30 days after receipt of proof of death and notification of the election on how to receive the Death Benefit.

Standard Death Benefit

The dollar amount of the Death Benefit is equal to the greatest of:

- (1) the Contract Value;
- (2) total Purchase Payments made to the Contract reduced by any Surrender in the proportion that such Surrender reduced the Contract Value on the date of Surrender;
- (3) the greatest one-year Contract Anniversary value before the deceased Annuitant's 86th birthday. The one-year Contract Anniversary value is equal to the Contract Value on a Contract Anniversary plus any Purchase Payments since that Contract Anniversary and reduced by any Surrenders since that Contract Anniversary in the same proportion that each Surrender reduced the Contract Value on the date of Surrender.

The Contract Value described in preceding items (1) and (3) will include a market value adjustment for any amounts allocated to the Multiple Maturity Account.

Notwithstanding any of the preceding, if an election as to Surrender or Annuitization is not received by Nationwide within one year of the Annuitant's death, then the value of the Death Benefit will be the greater of items (1) or (2) in the preceding paragraphs.

The Death Benefit described herein is adjusted in cases where a Contract has more than \$3,000,000 in cumulative Purchase Payments. The adjustment is calculated using the following formula.

Death Benefit Adjustment Formula

$$A \times F + B \times (1 - F)$$

Where:

A = The greatest of: (1) the Contract Value; (2) total Purchase Payments made to the Contract reduced by any Surrender in the proportion that such Surrender reduced the Contract Value on the date of Surrender; (3) the greatest one-year Contract Anniversary value before the deceased Annuitant's 86th birthday. The one-year Contract Anniversary value is equal to the Contract Value on a Contract Anniversary plus any Purchase Payments since that Contract Anniversary and reduced by any Surrenders since that Contract Anniversary in the same proportion that each Surrender reduced the Contract Value on the date of Surrender. The Contract Value described in preceding items (1) and (3) will include a market value adjustment for any amounts allocated to the Multiple Maturity Account.

B = The Contract Value.

F = The ratio of \$3,000,000 to sum of all Purchase Payments.

Spousal Protection

The spousal protection benefit permits a surviving spouse to continue the Contract while receiving the Death Benefit upon the death of the other

spouse. In order to take advantage of this benefit the following will apply.

- (1) One or both of the spouses (or a revocable trust of which either or both of the spouses is/are grantor(s)) must be named as the Contract Owner.
- (2) The spouses must be Co-Annuitants. Both Co-Annuitants must be 85 or younger on the Date of Issue.
- (3) The spouses must be the Beneficiaries, except that a valid trust or custodial arrangement may be established if it is for the exclusive benefit of each spouse.
- (4) No other person may be named as Contract Owner, Annuitant or as primary Beneficiary, except that a Contract Owner or primary Beneficiary may be a valid trust or custodial arrangement established for the exclusive benefit of each spouse.
- (5) If both spouses are alive upon Annuitization, the Contract Owner must specify which spouse is the Annuitant upon whose continuation of life any annuity payments involving life contingencies depend.
- (6) Death of a Co-Annuitant - Prior to Annuitization, upon the death of the Co-Annuitant, the surviving spouse may continue the Contract as its sole Contract Owner. If the chosen Death Benefit is higher than the Contract Value at the time of death, the Contract Value will be adjusted to equal the chosen Death Benefit amount. The surviving spouse may then name a new Beneficiary but may not name another Co-Annuitant.
- (7) If a Co-Annuitant is added at any time after the Date of Issue, a copy of the certificate of marriage must be provided and the date of marriage must be after the Date of Issue. In addition, the Co-Annuitant that is added must be age 85 or younger.

The Death Benefit is paid on the death of each Co-Annuitant. In no event will Nationwide pay the Death Benefit more than twice.

ANNUITIZATION

This Annuitization section describes the right to receive certain payments upon Annuitization, including guarantees with respect to certain life contingent payment options.

Annuity Commencement Date

The Annuity Commencement Date is selected by the Contract Owner and is generally the first day of a calendar month. The date must be at least two years after the Date of Issue. If an Annuity Commencement Date is not selected, it will be the date the Annuitant reaches age 90.

The Contract Owner may change the Annuity Commencement Date if the following requirements are met:

- (1) the requested change is before the Annuitization Date;
- (2) the change is made in writing and approved by Nationwide;
- (3) the new Annuity Commencement Date is not later than the first day of the first calendar month after the Annuitant's 90th birthday unless Nationwide agrees to a later date in writing.

A change will become effective as of the date requested, but will not apply to any action taken by Nationwide before it is recorded at Nationwide's home office in Columbus, Ohio.

Annuitization Process

Annuitization is irrevocable once payments have begun. The Contract Owner must provide Nationwide the following items in writing to annuitize the Contract:

- (1) election of an Annuity Payment Option; and
- (2) election to receive a fixed payment annuity, variable payment annuity or any other combination that may be available on the Annuitization Date.

Calculation of Fixed Annuity Payments

The first payment of a fixed payment annuity is determined by applying the portion of the total Contract Value specified by the Contract Owner, less applicable premium tax, to the fixed annuity table in effect on the Annuitization Date for the Annuity Payment Option elected.

The purchase rates for any options guaranteed to be available will be determined on a basis not less favorable than 1.5% minimum interest and the applicable Annuity 2000 Mortality Table with Projection Scale G, assuming Annuitization in the year 2000, and the following age adjustments.

Annuitization Date	Adjusted Age*
Before 2009	Age last birthday minus 4 years
2009 - 2015	Age last birthday minus 5 years
2016 - 2022	Age last birthday minus 6 years
2023 - 2029	Age last birthday minus 7 years
2030 - 2036	Age last birthday minus 8 years
2037 - 2043	Age last birthday minus 9 years
After 2043	Age last birthday minus 10 years

*Adjusted age is equal to the Annuitant's actual age in years on his/her last birthday minus the number of years specified in the table for each range of Annuitization Dates.

The determination of the applicable Annuity 2000 Mortality Table and Projection Scale G will be based upon the type of Contract issued.

Calculation of Variable Annuity Payments

Please note that each variable annuity payment will fluctuate and may increase or decrease based on investment experience of the Sub-Accounts.

A variable payment annuity is a series of payments that are not predetermined or guaranteed as to dollar amount and that vary in amount with the investment experience of the Sub-Accounts selected by the Contract Owner.

The first payment of a variable payment annuity is determined by applying the portion of the total Contract Value specified by the Contract Owner, less applicable premium taxes, to the variable annuity table in effect on the Annuitization Date for the Annuity Payment Option elected. The

purchase rates for any options guaranteed to be available will be determined on a basis not less favorable than a 3.5% assumed investment return and the applicable Annuity 2000 Mortality Table with Projection Scale G, assuming Annuitization in the year 2000, and the following age adjustments.

Annuity Date	Adjusted Age*
Before 2009	Age last birthday minus 4 years
2009 - 2015	Age last birthday minus 5 years
2016 - 2022	Age last birthday minus 6 years
2023 - 2029	Age last birthday minus 7 years
2030 - 2036	Age last birthday minus 8 years
2037 - 2043	Age last birthday minus 9 years
After 2043	Age last birthday minus 10 years

*Adjusted age is equal to the Annuitant's actual age in years on his/her last birthday minus the number of years specified in the table for each range of Annuitization Dates.

The determination of the applicable Annuity 2000 Mortality Table and Projection Scale G will be based upon the type of Contract issued.

Variable annuity payments after the first payment will vary in amount and may decrease after the first payment. The payment amount changes with the investment performance of the Sub-Accounts selected by the Contract Owner within the Variable Account(s).

An Annuity Unit is used to calculate the value of annuity payments. When the underlying mutual fund shares were first established, the value of an Accumulation Unit for each Sub-Account of the Variable Account was arbitrarily set at \$10. The value for any later Valuation Period is found as follows:

- (1) the Annuity Unit value for each Sub-Account for the immediately preceding Valuation Period is multiplied by the net investment factor for the Sub-Account for the Valuation Period for which the Annuity Unit value is being calculated;

- (2) the result is multiplied by an interest factor because the assumed investment return is built into the purchase rate basis for Variable Payment Annuities.

Using the Annuity Unit value, the dollar amount of variable annuity payments is determined by:

- (1) the dollar amount of the first annuity payment is divided by the Annuity Unit value as of the Annuitization Date. This result establishes the fixed number of Annuity Units for each monthly annuity payment after the first. The number of Annuity Units remains fixed during the annuity payment period;
- (2) the fixed number of Annuity Units is multiplied by the Annuity Unit value for the Valuation Date for which the payment is due. This result establishes the dollar amount of the payment.

Nationwide guarantees that the dollar amount of each payment after the first will not be affected by variations in Nationwide's expenses or mortality experience.

Frequency and Amount of Payments

All annuity payments will be mailed within 10 business days of the scheduled payment date. Payments will be made based on the Annuity Payment Option selected and frequency selected. However, if the net amount to be applied to any Annuity Payment Option at the Annuitization Date is less than \$2,000, Nationwide has the right to pay this amount in one lump sum instead of periodic annuity payments.

If any annuity payment would be or becomes less than \$20, Nationwide may change the frequency of payments to an interval that results in payments of at least \$20. In no event will Nationwide make payments under an annuity option less frequently than annually.

Large Size Annuity Contracts

Notwithstanding any other provision in the Contract, the following will apply to all Contracts issued where cumulative Purchase Payments received exceed \$2,000,000:

- (1) Nationwide may limit the amount of the Contract Value applied to an Annuity Payment Option to \$5,000,000 per annuitant. For amounts in excess of \$5,000,000, Nationwide will permit the naming of additional annuitants (only for the purpose of Annuitization);
- (2) Nationwide may limit the available Annuity Payment Option to a fixed Life Annuity with guaranteed period of payments through age 95 or 20 years (whichever is greater).

ANNUITY PAYMENT OPTIONS

Selection of Annuity Payment Option

The Contract Owner may select an Annuity Payment Option prior to Annuitization. The following applies to the selection of an Annuity Payment Option:

- (1) if no Annuity Payment Option is selected, Nationwide will automatically set it as a life annuity with a guaranteed period of 240 months;
- (2) Annuity Payment Options available may be limited based on age of the Annuitant (and any designated second person upon whose continuation of life any lifetime payments may depend);
- (3) Annuity Payment Options may also be limited based on Surrenders required by the Internal Revenue Code.

The Annuity Payment Options found in the Contract are guaranteed to be available by Nationwide subject to the restrictions set forth in the preceding paragraphs and the Large Size Annuity Contracts subsection of the Annuitization section.

Life Annuity

The amount to be paid under this option will be paid during the lifetime of the Annuitant. Payments will cease with the last payment due prior to the death of the Annuitant.

Joint and Survivor Annuity

The amount to be paid under this option will be paid during the joint lifetimes of the Annuitant and a designated second person. Payments will continue as long as either is living.

Life Annuity With 120 or 240 Monthly Payments Guaranteed

The amount to be paid under this option will be paid during the lifetime of the Annuitant. A guaranteed period of 120 or 240 months may be selected. If the Annuitant dies prior to the end of this guaranteed period, the recipient chosen by the Contract Owner will receive the remaining guaranteed payments.

Any Other Option

The amount and period under any other option will be determined by Nationwide. Payment options not set forth in the Contract are available only if they are approved by both Nationwide and the Contract Owner. Nationwide may elect to make available an immediate annuity contract as a settlement option if requested by the Contract Owner.

Confirmation of Annuity Payments

Nationwide will issue within 30 days of the Annuitization Date a confirmation of the elected Annuity Payment Option and the amount of each payment (or first payment if a variable Annuity Payment Option has been elected).

GUARANTEED ANNUITY TABLES
FIXED MONTHLY BENEFITS PER \$1000 APPLIED
JOINT AND SURVIVOR MONTHLY ANNUITY PAYMENTS

		<u>Adjusted Age of Female Annuitant*</u>						
		50	55	60	65	70	80	90
<u>Adjusted Age of Male Annuitant*</u>	50	2.54	2.66	2.77	2.85	2.92		
	55	2.62	2.78	2.94	3.08	3.19		
	60	2.68	2.89	3.11	3.32	3.50	3.75	
	65		2.96	3.24	3.54	3.82	4.27	
	70			3.34	3.72	4.13	4.88	
	80				3.95	4.58	6.17	7.61
	90						7.13	10.40

LIFE ANNUITY: MONTHLY ANNUITY PAYMENTS

<u>Male Guarantee Period</u>				<u>Female Guarantee Period</u>			
ANNUITANT'S ADJUSTED AGE*	NONE	120 MONTHS	240 MONTHS	ANNUITANT'S ADJUSTED AGE*	NONE	120 MONTHS	240 MONTHS
50	3.03	3.01	2.95	50	2.79	2.78	2.75
51	3.10	3.08	3.01	51	2.85	2.84	2.81
52	3.17	3.14	3.07	52	2.91	2.90	2.86
53	3.24	3.22	3.13	53	2.97	2.96	2.91
54	3.32	3.29	3.19	54	3.04	3.02	2.97
55	3.40	3.37	3.25	55	3.11	3.09	3.03
56	3.49	3.45	3.32	56	3.18	3.16	3.09
57	3.58	3.54	3.39	57	3.26	3.24	3.16
58	3.68	3.63	3.46	58	3.34	3.32	3.23
59	3.78	3.73	3.53	59	3.43	3.40	3.30
60	3.89	3.83	3.60	60	3.52	3.49	3.37
61	4.01	3.94	3.68	61	3.62	3.58	3.44
62	4.14	4.05	3.75	62	3.72	3.68	3.52
63	4.27	4.17	3.83	63	3.84	3.79	3.60
64	4.41	4.30	3.90	64	3.96	3.90	3.68
65	4.57	4.43	3.98	65	4.08	4.02	3.76
66	4.73	4.57	4.05	66	4.22	4.14	3.84
67	4.91	4.71	4.12	67	4.37	4.27	3.93
68	5.09	4.86	4.19	68	4.52	4.41	4.01
69	5.29	5.02	4.26	69	4.69	4.56	4.09
70	5.50	5.18	4.33	70	4.87	4.71	4.17
71	5.73	5.35	4.39	71	5.07	4.88	4.24
72	5.97	5.53	4.44	72	5.28	5.05	4.32
73	6.23	5.71	4.50	73	5.52	5.23	4.39
74	6.51	5.89	4.55	74	5.76	5.42	4.45
75	6.81	6.08	4.59	75	6.03	5.62	4.51
76	7.13	6.27	4.63	76	6.33	5.83	4.56
77	7.47	6.46	4.66	77	6.64	6.04	4.61
78	7.83	6.65	4.70	78	6.99	6.25	4.65
79	8.23	6.84	4.72	79	7.36	6.47	4.69
80	8.65	7.03	4.74	80	7.77	6.69	4.72

LIFE ANNUITY: MONTHLY ANNUITY PAYMENTS
(Continued)

<u>Male Guarantee Period</u>				<u>Female Guarantee Period</u>			
ANNUITANT'S ADJUSTED AGE*	NONE	120 MONTHS	240 MONTHS	ANNUITANT'S ADJUSTED AGE*	NONE	120 MONTHS	240 MONTHS
81	9.10	7.21	4.76	81	8.21	6.90	4.74
82	9.58	7.39	4.78	82	8.69	7.12	4.76
83	10.10	7.56	4.79	83	9.21	7.32	4.78
84	10.66	7.73	4.80	84	9.77	7.52	4.79
85	11.25	7.88	4.80	85	10.38	7.70	4.80
86	11.88	8.02	4.81	86	11.04	7.87	4.80
87	12.56	8.16	4.81	87	11.75	8.03	4.81
88	13.27	8.28	4.81	88	12.51	8.18	4.81
89	14.04	8.39	4.81	89	13.32	8.31	4.81
90	14.85	8.50	4.81	90	14.17	8.42	4.81

*Adjusted Age is defined in the Calculation of Fixed Annuity Payments section of the Contract.

**NATIONWIDE LIFE INSURANCE COMPANY
ONE NATIONWIDE PLAZA
COLUMBUS, OHIO 43215
ONE-MONTH ENHANCED DEATH BENEFIT OPTION**

General Information Regarding this Option

This option is made part of the Contract to which it is attached and is effective on the Date of Issue. This option is only available at the time of application. To the extent any provisions contained in this option are contrary to or inconsistent with those of the Contract to which it is attached; the provisions of this option will control the Contract accordingly. Non-defined terms shall have the meaning given to them in the Contract.

This option is only available to Contracts with Annuitants age 75 or younger on the Date of Issue. The benefits described in this option will cease upon termination of the Contract or Annuitization.

This option is irrevocable.

Additional Charge

When this option is elected, Nationwide deducts an additional charge at an annual rate of 0.20% of the daily net asset value of the Variable Account. This charge will cease upon Annuitization or if the Contract is terminated and will not increase as long as the Contract remains in-force.

Definitions

The following definition is added to the Contract.

Monthly Death Benefit Date - Beginning with the Date of Issue, the date on which each one-month period of time elapses. The day on which this date falls each month will be the same date in the month as the Date of Issue. In the case of a Date of Issue falling on the 29th, 30th or 31st day of the month, the date in months with fewer days will be the last day of the month.

Enhanced Death Benefit

The dollar amount of the Death Benefit is equal to the greatest of:

- (1) the Contract Value;
- (2) total Purchase Payments made to the Contract reduced by any Surrender in the proportion that such Surrender reduced the Contract Value on the date of Surrender;
- (3) the greatest value of any Monthly Death Benefit Date before the deceased Annuitant's 81st birthday. The value of a Monthly Death Benefit Date is equal to the Contract Value on a Monthly Death Benefit Date plus any Purchase Payments since that Monthly Death Benefit Date and reduced by any Surrenders since that Monthly Death Benefit Date in the same proportion that each such Surrender reduced the Contract Value on the date of Surrender.

The Contract Value described in preceding items (1) and (3) will include a market value adjustment for any amounts allocated to the Multiple Maturity Account.

Notwithstanding any of the preceding, if an election as to Surrender or Annuitization is not received by Nationwide within one year of the Annuitant's death, then the value of the Death Benefit will be the greater of items (1) or (2) in the preceding paragraphs.

The Death Benefit described herein is adjusted in cases where a Contract has more than \$3,000,000 in cumulative Purchase Payments. The adjustment is calculated using the following formula:

$$A \times F + B \times (1 - F)$$

Where:

A = The greatest of: (1) The Contract Value; (2) total Purchase Payments made to the Contract reduced by any Surrender in the proportion that such Surrender reduced the Contract Value on the date of Surrender; or (3) the greatest value of any Monthly Death Benefit Date before the deceased Annuitant's 81st birthday. The value of a Monthly Death Benefit Date is equal to the Contract Value on a Monthly Death Benefit Date plus any Purchase Payments since that Monthly Death Benefit Date and reduced by any Surrenders since that Monthly Death Benefit Date in the same proportion that each such Surrender reduced the Contract Value on the date of Surrender.

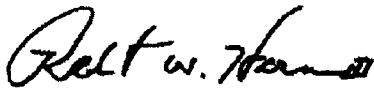
The Contract Value described in preceding items (1) and (3) will include a market value adjustment for any amounts allocated to the Multiple Maturity Account.

B = The Contract Value

F = The ratio of \$3,000,000 to sum of all Purchase Payments.

The Spousal Protection benefit is also available in conjunction with this option provided that both the Annuitant and Co-Annuitant are age 75 or younger on the Date of Issue. If a Co-Annuitant is added at any time after the Date of Issue, the Co-Annuitant must be age 75 or younger at the time of addition.

Executed for Nationwide by:



Secretary



President

**NATIONWIDE LIFE INSURANCE COMPANY
ONE NATIONWIDE PLAZA
COLUMBUS, OHIO 43215**

5% EXTRA VALUE OPTION

General Information Regarding this Option

This option is made part of the Contract to which it is attached and is effective on the Date of Issue. This option is only available at the time of application.

To the extent any provisions contained in this option are contrary to or inconsistent with those of the Contract to which it is attached, the provisions of this option will control the Contract accordingly. Non-defined terms shall have the meaning given to them in the Contract.

Additional amounts credited pursuant to this option do not constitute Purchase Payments under the Contract for purposes of any benefit that is based on Purchase Payments to the Contract, including but not limited to minimum Purchase Payments, additional credits on Purchase Payments, death benefit calculations or the Beneficiary Protector II option.

The benefits described in this option will cease upon termination of the Contract.

This option is irrevocable.

Additional Charge

For the additional benefits provided by this option, Nationwide will deduct a charge at an annualized maximum rate of 0.45% of the daily net asset value of the Variable Account. Nationwide reserves the right to charge less than the maximum rate. Nationwide will discontinue deducting the additional cost of 0.45%, eight years from the date the first Purchase Payment is credited.

Additionally, if any portion of the Contract Value is invested in the Fixed Account, if applicable, or GTOs, if applicable, Nationwide will deduct the additional charge of 0.45% from the interest rate credited to the Fixed Account or to any GTOs, provided that the interest rate credited to the Fixed Account will never be less than the minimum amount permitted by state law.

Extra Value Benefit

Each Purchase Payment made to the Contract until the first Contract Anniversary will receive an additional credit of 5% (the "Credit"). The Credit will be allocated among the Sub-Accounts of the available investment options in the same proportion as each Purchase Payment is allocated.

If at any time during the seven years following the initial Purchase Payment, the Contract Owner makes a Surrender that is subject to a Contingent Deferred Sales Charge ("CDSC"), a portion of any Credit previously applied will be forfeited. The amount forfeited will equal the forfeiture percentage (below) multiplied by the surrender amount that would be subject to CDSC. Amounts forfeited will not exceed the total credit.

<u>Contract Years</u>	<u>Forfeiture Percentage</u>
1 and 2	5%
3 through 7	4%
Thereafter	0%

If any option reducing or eliminating CDSC has also been selected, then if at any time during the seven years following the Purchase Payment the Contract Owner makes a Surrender that would have been subject to a CDSC, but for the selection of the option, the amount forfeited will equal the forfeiture percentage above multiplied by the surrender amount that would be subject to CDSC as if the option reducing or eliminating CDSC had not been chosen.

Nationwide will deduct the percentage of any Credit previously applied from amounts held in the available investment options in the same proportion that amounts are invested in each at the time of Surrender.

No Credit will be forfeited if the Surrender is taken as a result of death, due to Annuitization, or is a CDSC Free Partial Surrender as defined in the Contract.

Return of Contract During Right to Examine And Cancel Period

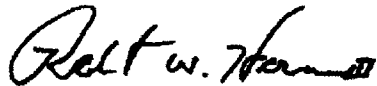
For those Contracts under which Contract Value will be returned:

If the Contract Owner returns this option and the Contract to which it is attached during the "Right to Examine and Cancel" period, the Contract Owner will forfeit the original amount of the Credit. All losses attributable to the Credit amount will be incurred by Nationwide. Any earnings will be retained by the Contract Owner.

For those Contracts under which Purchase Payments will be returned:

If the Contract Owner returns this option and the Contract to which it is attached during the "Right to Examine and Cancel" period, the Contract Owner will forfeit the original amount of the Credit.

Executed for Nationwide by:



Secretary



President

**NATIONWIDE LIFE INSURANCE COMPANY
ONE NATIONWIDE PLAZA
COLUMBUS, OHIO 43215**

BENEFICIARY PROTECTOR II OPTION

General Information Regarding this Option

This option is made part of the Contract to which it is attached and is effective on the Date of Issue. This option is only available at the time of application.

To the extent any provisions contained in this option are contrary to or inconsistent with those of the Contract to which it is attached, the provisions of this option shall control the Contract accordingly. Non-defined terms shall have the meaning given them in the Contract.

The benefits described in this option will cease upon termination of the Contract or Annuitization.

This option is only available to Contracts with Annuitants age 75 or younger and may only be elected at the time of application.

This option is irrevocable.

Additional Charge For This Option

When this option is elected, Nationwide deducts an additional charge at an annualized maximum rate of up to 0.35% of the daily net asset value of the Variable Account. The charge for this option will not increase as long as the Contract remains in force.

Additionally, if any portion of the Contract Value is invested in the Fixed Account, if applicable, or GTOs, if applicable, Nationwide will deduct the additional charge of 0.35% from the interest rate credited to the Fixed Account or to any GTOs, provided that the interest rate credited to the Fixed Account will never be less than the minimum amount permitted by state law.

The cost of the option will no longer be assessed after the Contract is terminated, upon Annuitization, or the date when the benefits described in this option have been credited to the Contract, whichever is earlier.

In the event a surviving Annuitant (referred to as "Co-Annuitant") is older than age 75 when the first Annuitant dies, the second benefit provided by this option will not be available and the cost of this option will no longer be assessed.

Benefits Provided By This Option

The benefits stated in this option are available upon the death of the Annuitant. In the case of spousal protection, the benefit will be paid on the death of each Co-Annuitant, provided that, after the death of the first Annuitant, the surviving Co-Annuitant is age 75 or younger. In no event shall benefits provided under this option be paid more than twice.

Upon the death of the Annuitant (or in the case of spousal protection, the Co-Annuitant), the Beneficiary may:

i) terminate the Contract and receive the benefit of this option;

or

ii) if there is a Co-Annuitant named in the Contract, continue the Contract, subject to any mandatory distribution rules and have the benefit of this option credited to the Contract.

For purposes of this option, Earnings Calculation Percentage shall mean the percentage of earnings used to calculate the benefits that will be credited to the Contract.

The percentage of earnings credited to the Contract upon the death of the Annuitant (or Co-Annuitant if applicable) depends on the Annuitant's age at the time of application and, if applicable, the Co-Annuitant's age at the time of the Annuitant's death.

Earnings under this option shall not exceed 200% of Purchase Payments older than 12 months at the date of death adjusted proportionally for amounts Surrendered.

Pursuant to the terms of this option, any amount credited to the Contract by Nationwide as a result of this option will be allocated proportionally among the available investment options in the same proportion as each Purchase Payment is allocated on the date when the benefit is applied.

Calculation of the First Benefit

The formula for determining the first benefit under this option is as follows:

Earnings Calculation Percentage x Adjusted Earnings

For Annuitants (or Co-Annuitants) age 70 or younger at the time of application, the Earnings Calculation Percentage will be 40%. If the Annuitant (or Co-Annuitant) is age 71 through 75 at the time of application, the Earnings Calculation Percentage will be 25%.

Adjusted Earnings = (a) - (b); where:

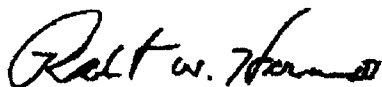
- a = the Contract Value on the date the Death Benefit is calculated and prior to any Death Benefit calculation; and
- b = Purchase Payments, proportionally adjusted for surrenders.

The adjustment for amounts Surrendered will reduce Purchase Payments in the same proportion that the Contract Value was reduced on the date(s) of the partial Surrender(s).

Calculation of the Second Benefit

If a Co-Annuitant is named under the Contract, a second benefit will be paid upon the death of the Co-Annuitant if the Co-Annuitant is age 75 or younger at the date of the Annuitant's death. If the Co-Annuitant is older than age 75 at the date of the Annuitant's death, no second benefit will be paid and the charge associated with the Beneficiary Protector II Option will be removed.

Executed for Nationwide by:



Secretary

Calculation of the second benefit will be based on earnings to the Contract after the first benefit was applied. The formula for calculating the second benefit is as follows:

Earnings Calculation Percentage x Adjusted Earnings from the Date the first benefit was applied

For Co-Annuitants age 70 or younger at the time of the Annuitant's death, the Earnings Calculation Percentage will be 40%. If the Co-Annuitant is age 71 through 75 at the time of the Annuitant's death, the Earnings Calculation Percentage will be 25%.

Adjusted Earnings from the Date of the first benefit equals (a) - (b) - (c), where:

- a = Contract Value on the date the second Death Benefit is calculated and before any Death Benefit calculation;
- b = Contract Value on the date the first Death Benefit and benefit under this option is calculated and after these benefits are applied, proportionally adjusted for Surrenders; and
- c = Purchase Payments made after the first benefit was applied, proportionally adjusted for Surrenders.

The adjustment for amounts Surrendered will reduce Purchase Payments to the Contract and the beginning Contract Value, as specified in the above formula, in the same proportion that the Contract Value was reduced on the date(s) of the partial Surrender(s).



President

Important Fixed Account Rate Information

Your variable annuity contract includes a fixed account, which offers guaranteed interest rates. Rates will vary depending on the following categories of fixed account allocations. They are as follows:

1. ***New Money Rate*** - The rate credited on your fixed account allocation when you purchase the contract or make subsequent deposits to it. Subsequent deposits may receive different *New Money Rates* than the rate when the contract is issued, since the *New Money Rate* is subject to change based on market conditions.
2. ***Variable Account to Fixed Rate*** - Allocations transferred from any of the underlying investment options in the variable account to the fixed account may receive a different rate. It will be the same as the *Renewal Rate*. There may be limits on the amount and frequency of movements from the variable account to the fixed account. See your prospectus for details on these limitations.
3. ***Renewal Rate*** - The rate available for fixed account allocations, which are entering a new guarantee period. You will be notified of this rate in a letter issued with your quarterly statement at the end of any Interest Rate Guarantee Period. At that time, you will have an opportunity to leave the money in the fixed account and receive the *Renewal Rate*, or you can move the money to any of the other investment options in the contract.
4. ***Dollar Cost Averaging Rate*** - From time to time the company may offer a more favorable rate for an initial deposit into a new contract when issued in conjunction with a dollar cost averaging program. Currently, there are no costs associated with the program or the rate, however, when the Interest Rate Guarantee Period ends, *Renewal Rates* are expected to be lower than the *Dollar Cost Averaging Rate*.

All of these rates are subject to change on a daily basis, however, once applied to your allocation, the rates are guaranteed until the end of the Interest Rate Guaranteed Period.

Credited interest rates are annualized rates -- the effective yield of interest over a one-year period. Interest is credited to each contract on a daily basis and is credited from the date of the deposit into the fixed account until the date of surrender or transfer to the variable account. As a result, the credited interest rate is compounded daily to achieve the stated effective yield.

If you have any questions or would like details on current rate information for your contract, contact your investment professional, or call the service center number in your contract package or latest quarterly statement.

This product is underwritten by Nationwide Life Insurance Company

**NATIONWIDE LIFE INSURANCE COMPANY
ONE NATIONWIDE PLAZA
COLUMBUS, OHIO 43215**

FIXED ACCOUNT ENDORSEMENT

To Individual Variable Annuity Contract

General Information Regarding this Endorsement

To the extent the terms of the Contract and this endorsement are inconsistent, the terms of this endorsement shall control the Contract accordingly. Non-defined terms shall have the meaning given to them in the Contract.

This endorsement adds a Fixed Account investment option to the Contract.

Certain options that may be elected by the Contract Owner assess an additional charge to the Fixed Account. In no event, however, will the rate of interest credited to the Fixed Account be less than the minimum guaranteed interest rate stated herein.

Definitions

The following definitions are modified in or added to the Contract:

Contract Value - The combined value of the Variable Accounts, the Fixed Account and the Multiple Maturity Account.

Fixed Account - An investment option funded by Nationwide's general account.

Minimum Nonforfeiture Rate(s) - The interest rate(s) used to calculate the Minimum Nonforfeiture Value. This interest rate(s) may never be less than 1.0% or greater than 3.0%. The rate is calculated using the average of the weekly 5 year Constant Maturity Treasury rate for the calendar quarter, excluding the last week, preceding the Date of Issue or the Redetermination Date minus 1.25%.

Minimum Nonforfeiture Value - The minimum required value of amounts allocated to the Fixed Account. This value is calculated in accordance with state law and is not less than 87.5% of allocations to the Fixed Account, whether by a

transfer from another investment option or Purchase Payment, accumulated at the applicable Minimum Nonforfeiture Rates, for as long as such amounts remain in the Fixed Account, less an annual assumed contract charge of \$30. The Minimum Nonforfeiture Value may be greater than or less than the Surrender Value or Transfer Value.

Redetermination Date - The date, every 5th Contract Anniversary following the Date of Issue, the Minimum Nonforfeiture Rate is recalculated.

Transfer Value - The accumulated value, calculated using interest rates credited to the Fixed Account, of each requested transfer from the Fixed Account to another investment option available under the Contract.

The following provisions modifying the Contract are added.

Fixed Account

The Fixed Account may not be available in conjunction with the election of certain options.

The Fixed Account is an option under the Contract offering guaranteed interest rates. Nationwide credits interest to the Fixed Account at the interest rate or rates Nationwide periodically declares. Interest rates are determined at the sole discretion of Nationwide, but the interest rate credited is guaranteed to be at least 1.00% per year. Interest rates are declared to the Contract Owner in writing on quarterly statements. Nationwide states its interest rates as an annualized rate (the effective yield of interest over a one year period).

When new Purchase Payments, or amounts transferred from the Variable Account or the Multiple Maturity Account, are allocated to the Fixed Account, the Fixed Account interest rates currently in effect are applied to these allocations.

The interest rate guarantee period on initial Fixed Account allocations lasts until the end of the calendar quarter at least one year (but no more than 15 months) after the date of deposit or transfer. When subsequent interest rates are declared, those rates will have a guarantee period of 12 months (one year).

Upon Surrender or transfer to another investment option under the Contract, the Contract Owner will receive the greater of:

- (1) the Surrender Value/Transfer Value of Fixed Account allocations being surrendered/transferred; or
- (2) the Minimum Nonforfeiture Value.

Paid-up annuity benefits, cash surrender benefits or the Death Benefit that may become payable from the Fixed Account will never be less than the minimum benefits required by the statute of the state in which the Contract is issued.

Fixed Account guarantees are supported by the general account of Nationwide and are not insured by the FDIC, NCUSIF or any other agency of the Federal government.

Nationwide reserves the right not to accept subsequent Purchase Payments or transfer allocations to the Fixed Account.

Variable Accounts

Accumulation Units of a Sub-Account are reduced by transfers to the Fixed Account.

Transfers

The following transfer restrictions are added to the contract.

- (1) Transfers to or from the Fixed Account must be made prior to the Annuitization Date.
- (2) Transfers out of the Fixed Account are limited by Nationwide to those amounts attributable to interest rate guarantee periods that have expired. For 45 days following the expiration of an interest rate guarantee period, Nationwide will permit the Contract Owner to transfer these amounts to the Variable Account or the

Multiple Maturity Account (subject to the other Nationwide may limit transfers out of the Fixed Account to 10% of the amount in an expired interest rate guarantee period.

- (3) Nationwide may delay a transfer out of the Fixed Account for a period of up to six months from the date it receives the request from the Contract Owner.
- (4) Nationwide may refuse transfers into the Fixed Account at any time and at its sole discretion.

Surrenders

Surrenders will be taken proportionally from all investment options, including the Fixed Account.

Nationwide may delay payment of a Surrender of any portion of the Fixed Account for up to six months from the date the request is received.

Asset Rebalancing

This service is not available, nor will it ever apply, to any part of the Contract Value allocated to the Fixed Account.

Enhanced Fixed Account Dollar Cost Averaging

Nationwide may, from time to time, offer an enhanced Fixed Account dollar cost averaging program.

When offered, to be eligible to participate in this program, the Contract Value must be at least \$10,000. If subsequent Purchase Payments are permitted by Nationwide into this program the Contract Value must be at least \$10,000. Prior to participation in this program, the Contract Owner may obtain the available Sub-Account(s), duration(s) and credited rates. Nationwide may also assess a processing fee for this service. Nationwide may stop establishing new enhanced rate Fixed Account dollar cost averaging programs at any time.

If a Contract Owner terminates an enhanced Fixed Account dollar cost averaging program prematurely, any remaining funds in the Fixed Account that are part of the enhanced Fixed Account dollar cost averaging program will be

transferred to a money market Sub-Account, unless the Contract Owner directs these amounts to another Sub-Account.

Fixed Account Interest Out Dollar Cost Averaging

The Contract Owner may elect, on a form provided by Nationwide, to have interest earnings on the Fixed Account transferred on a monthly basis to Sub-Accounts of the Variable Account.

Other Dollar Cost Averaging Programs

The Contract Owner may elect, on a form provided by Nationwide, to transfer on a monthly, quarterly, semi-annual or annual basis specified amounts from the Fixed Account.

Dollar cost averaging transfers will continue out of the Fixed Account until exhausted or the Contract Owner instructs Nationwide in writing to discontinue the program.

In the case of a non-enhanced dollar cost averaging program from the Fixed Account, transfers from the Fixed Account must be equal to or less than 1/30th of the Contract Value allocated to the Fixed Account at the time the program is requested.

Please note that Nationwide may delay a transfer out of the Fixed Account for a period of up to six months from the date it receives the dollar cost averaging election from the Contract Owner.

Systematic Surrenders

Nationwide will process the Surrenders on a pro-rata basis from each Sub-Account of the Variable Account and the Fixed Account.

Annuitization

The following is added to the Contract.

If the Contract is annuitized during the term of a GTO, the Fixed Account is also a permitted option in which to transfer unexpired GTOs.

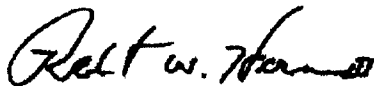
Any amounts in the Fixed Account that the Contract Owner elects to annuitize as a variable payment annuity must be moved to a variable Sub-Account before the Annuitization Date.

FIXED ACCOUNT TABLE OF VALUES

<u>End of Contract Year</u>	<u>Guaranteed Account Value</u>	<u>Guaranteed Cash Surrender Value</u>	<u>End of Contract Year</u>	<u>Guaranteed Account Value</u>	<u>Guaranteed Cash Surrender Value</u>
1	15,150	14,100	36	63,538	63,258
2	16,312	15,342	37	65,184	64,904
3	17,485	16,605	38	66,846	66,566
4	18,669	17,889	39	68,524	68,244
5	19,866	19,196	40	70,219	69,939
6	21,075	20,525	41	71,932	71,652
7	22,296	21,876	42	73,661	73,381
8	23,529	23,249	43	75,407	75,127
9	24,774	24,494	44	77,172	76,892
10	26,032	25,752	45	78,953	78,673
11	27,302	27,022	46	80,753	80,473
12	28,585	28,305	47	82,570	82,290
13	29,881	29,601	48	84,406	84,126
14	31,190	30,910	49	86,260	85,980
15	32,511	32,231	50	88,133	87,853
16	33,847	33,567	51	90,024	89,744
17	35,195	34,915	52	91,934	91,654
18	36,557	36,277	53	93,864	93,584
19	37,933	37,653	54	95,812	95,532
20	39,322	39,042	55	97,780	97,500
21	40,725	40,445	56	99,768	99,488
22	42,142	41,862	57	101,776	101,496
23	43,574	43,294	58	103,804	103,524
24	45,019	44,739	59	105,852	105,572
25	46,480	46,200	60	107,920	107,640
26	47,954	47,674	61	110,009	109,729
27	49,444	49,164	62	112,119	111,839
28	50,948	50,668	63	114,251	113,971
29	52,468	52,188	64	116,403	116,123
30	54,003	53,723	65	118,577	118,297
31	55,553	55,273	66	120,773	120,493
32	57,118	56,838	67	122,991	122,711
33	58,699	58,419	68	125,231	124,951
34	60,296	60,016	69	127,493	127,213
35	61,909	61,629	70	129,778	129,498

The Surrender Value may be increased by interest credited at a higher rate. The values shown above are guaranteed Surrender Values for the Fixed Account based upon: (1) a \$15,000 initial Purchase Payment; (2) starting in year 2, subsequent Purchase Payments made at the beginning of each year of \$1,000; and (3) interest credited at the minimum guaranteed rate of 1.0%. The above table assumes no deduction for any applicable premium taxes and no partial withdrawals.

Executed for Nationwide by:



Secretary

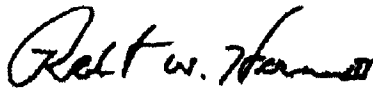


President

Nationwide Life Insurance Company
Nationwide Life and Annuity Insurance Company
Home Office: One Nationwide Plaza
Columbus, Ohio 43215-2220

ENDORSEMENT
attached to and made a part of this Contract

THE CONTRACT OWNER MAY RETURN THE CONTRACT WITHIN TWENTY DAYS OF THE DATE IT IS RECEIVED BY THE CONTRACT OWNER TO THE HOME OFFICE OF NATIONWIDE OR THE AGENT THROUGH WHOM IT WAS PURCHASED. WHEN NATIONWIDE RECEIVES THE CONTRACT, IT WILL CANCEL THE CONTRACT AND REFUND THE PURCHASE PAYMENT IN FULL.



Secretary



President

NATIONWIDE LIFE INSURANCE COMPANY
NATIONWIDE LIFE AND ANNUITY INSURANCE COMPANY
NATIONWIDE LIFE INSURANCE COMPANY OF AMERICA
NATIONWIDE LIFE AND ANNUITY COMPANY OF AMERICA

SUMMARY

COVERAGE, LIMITATIONS AND EXCLUSIONS UNDER

RHODE ISLAND LIFE AND HEALTH INSURANCE GUARANTY ASSOCIATION ACT
("Act")

A resident of Rhode Island who purchases life insurance, annuities, or accident and health insurance should know that an insurance company licensed in Rhode Island to write these types of insurance is a member of the Rhode Island Life and Health Insurance Guaranty Association ("Association"). The purpose of this Association is to assure that a policyholder will be protected within the statutory limits, if a member insurer becomes financially unable to meet its obligations. If this should happen, the Association will, within the statutory limits, pay the claims of insured persons who live in this state, and, in some cases, keep coverage in force. However, the protection provided through the Association is not unlimited. This protection is not a substitute for your care in selecting a company that is well managed and financially stable.

IMPORTANT DISCLAIMER

RHODE ISLAND LIFE AND HEALTH INSURANCE GUARANTY ASSOCIATION
235 PROMENADE STREET, PROVIDENCE, RI 02908
TEL (401) 273-2921

The Association may not provide coverage for this policy. If coverage is provided, it may be subject to substantial limitations or exclusions, and require continued residency in Rhode Island. You should not rely on coverage by the Association in selecting an insurance company or an insurance policy.

Coverage is NOT provided for your policy or any portion of it that is not guaranteed by the insurer or for which you have assumed the risk, such as a variable contract sold by prospectus or self-funded plans.

Insurance companies or their agents are required by law to give or send you this summary. However, they are prohibited by law from using the existence of the Association to induce you to purchase any kind of insurance policy. Should you seek information as to the financial condition of any insurer or should you have any complaint as to an insurer's violation of the Act, you may contact the Division of Insurance at the address listed below.

RHODE ISLAND DIVISION OF INSURANCE
222 RICHMOND STREET, PROVIDENCE, RI 02903
TEL (401) 222-2223

- that part of an unallocated annuity contract not issued to a specific employee, union, association of natural persons benefit plan, or a government lottery;
- certain contracts which establish benefits by reference to a portfolio of assets not owned by the insurer;
- any portion of a policy or contract to the extent that the required assessments are preempted by federal or state law;
- an obligation that does not arise under the express written terms of the policy or contract issued by the insurer.

LIMITS ON AMOUNT OF COVERAGE: The Act limits the amount the Association is obligated to pay. The Association cannot pay more than what the insurer would have owed under a policy or contract. Also, for any one insured life, no matter how many policies or contracts were in force with the same insurer, the Association will pay no more than:

- \$300,000 in net life insurance death benefits and no more than \$100,000 in net cash surrender and net cash withdrawal values for life insurance;
- \$100,000 for health insurance benefits, coverages not defined as disability, basic hospital, medical, and surgical, or major medical insurance, including any net cash surrender and net cash withdrawal values;
- \$300,000 for disability insurance;
- \$500,000 for basic hospital, medical, and surgical or major medical insurance;
- \$100,000 in the present value of annuity benefits, including net cash surrender and net cash withdrawal value;
- \$100,000 in the present value per payee with respect to a structured settlement annuity benefits, in the aggregate, including net cash surrender and net cash withdrawal values;
- \$100,000, in the aggregate, of present value of annuity benefits, including net cash surrender and net cash withdrawal values, with respect to an individual participating in a governmental retirement plan established under 26 U.S.C. §§401, 403(b), or 457 and covered by an unallocated annuity contract, or to a beneficiary of the individual if the individual is deceased;
- \$5,000,000 in unallocated annuity contract benefits, irrespective of the number of contracts with respect to the contract owner or plan sponsor whose plan owns, directly or in trust, one or more unallocated annuity contracts.

Note to benefit plan trustees or other holders of unallocated annuities (GICs, DACs, etc.) covered by the Act: for unallocated annuities that fund governmental retirement plans under sections 401(k), 403(b), or 457 of the Internal Revenue Code, the limit is \$100,000 in present value of annuity benefits including net cash surrender and net cash withdrawal per participating individual. In no event shall the Association be liable to spend more than \$300,000 in the aggregate per individual except hospital insurance up to \$500,000 per individual. For covered unallocated annuities that fund other plans, a special limit of \$5,000,000 applies to each contract holder, regardless of the number of contracts held with the same company or number of persons covered. In all cases the contract limits also apply.

These general statements as to Limitations on Coverage are only summaries of the law. The actual limitations are set forth in R.I. Gen. Laws §27-34.3-3.

This information is provided by: The Association and by the Division of Insurance, whose respective addresses are provided in the Important Disclaimer, above.

NATIONWIDE LIFE INSURANCE COMPANY

**INDIVIDUAL FLEXIBLE PURCHASE PAYMENT VARIABLE DEFERRED ANNUITY
CONTRACT, NON-PARTICIPATING**

EXHIBIT B

Nationwide Life Insurance Company

P.O. Box 182021
Columbus, OH 43218-2021
1-800-321-6064

The BEST of AMERICA® Achiever AnnuitySM

Application for
Individual Flexible Purchase Payment
Fixed and Variable Deferred Annuity
Minimum Initial Purchase Payment of \$15,000

Page 1 of 8

1. Parties to the Contract

Please print.

1a. Contract Owner

First Name: Manfred MI: Last Name: Steiner
Employer/Trust Name (if applicable):
(Additional forms required. See forms table in New Business enrollment packet.)
Date of Birth: Sex: ☒ M ☐ F Soc. Sec. No. or Tax ID:
Street:
City: Riverside State: RI ZIP: 00915

1b. Joint/Contingent Owner

Check one box only: ☐ Joint Owner (Limited to spouses, except in HI and NJ.)
☐ Contingent Owner (Available only with Non-Qualified Contracts.)
First Name: MI: Last Name:
Date of Birth: Sex: ☐ M ☐ F Soc. Sec. No. or Tax ID:
Address: ☐ Same address as owner Street:
City: State: ZIP:

1c. Annuitant Complete only if different from Contract Owner. (Annuitant must be age 85 or younger.)

First Name: Sheri MI: Last Name: Stroup
Date of Birth: Sex: ☐ M ☒ F Soc. Sec. No. or Tax ID:
Address: ☐ Same address as owner Street:
City: Providence State: RI ZIP: 02904

1d. Spousal Protection/Co-Annuitant (Must be age 85 or younger. No added charge. Not available with CRTs.)

With Spousal Protection, both spouses will automatically be Primary Beneficiaries.

☐ Same as joint owner
First Name: MI: Last Name:
Date of Birth: Sex: ☐ M ☐ F Soc. Sec. No. or Tax ID:
Address: ☐ Same address as owner Street:
City: State: ZIP:

1e. Contingent Annuitant (Must be age 85 or younger.)

First Name: MI: Last Name:
Date of Birth: Sex: ☐ M ☐ F Soc. Sec. No. or Tax ID:
Address: ☐ Same address as owner Street:
City: State: ZIP:

VAA-0103AQ.5

STANDARD AADN/Q 08/2007

On this page, elect the beneficiaries, select the contract type, add the transfer authorization, and disclose the purchase payment amount.

Page 2 of 8

1f. Beneficiaries

Allocation to all Primary Beneficiaries must equal 100%. Contingent Beneficiaries must also equal 100%.

STOP If you elected Spousal Protection/Co-Annuitant (section 1d), provide contingent beneficiaries only.

Check one:	First Name:	<u>Sherla</u>	Mt:		Last Name:	<u>Sterner</u>	
<input checked="" type="checkbox"/> Primary	Relationship to Annuitant:				Allocation (whole % only):	<u>100%</u>	
<input type="checkbox"/> Contingent	Social Security Number:	<u>[REDACTED]</u>			Date of Birth:	<u>[REDACTED]</u>	
Check one:	First Name:		Mt:		Last Name:		
<input type="checkbox"/> Primary	Relationship to Annuitant:				Allocation (whole % only):	<u> </u> %	
<input type="checkbox"/> Contingent	Social Security Number:	<u> - - </u>			Date of Birth:	<u> / / </u>	
Check one:	First Name:		Mt:		Last Name:		
<input type="checkbox"/> Primary	Relationship to Annuitant:				Allocation (whole % only):	<u> </u> %	
<input type="checkbox"/> Contingent	Social Security Number:	<u> - - </u>			Date of Birth:	<u> / / </u>	

If more than three Beneficiaries, list additional names on Beneficiary Options form (in New Business Enrollment Forms Packet).

2. Contract Information

2a. Contract Type

Must specify by checking a box.

- | | |
|---|--|
| <input checked="" type="checkbox"/> Non-Qualified | <input type="checkbox"/> SEP IRA* |
| <input type="checkbox"/> IRA - Tax Year: <u> </u> | <input type="checkbox"/> 401(k)* |
| <input type="checkbox"/> Roth IRA - Tax Year: <u> </u> | <input type="checkbox"/> 401(a)* (Investment Only) |
| <input type="checkbox"/> SIMPLE IRA* | <input type="checkbox"/> 403(b) TSA* (Non-ERISA only) |
| <input type="checkbox"/> ORP 403(b)* | <input type="checkbox"/> CRT* (Charitable Remainder Trust) <i>Not available in NJ.</i> |

* Additional forms required. Please see the forms table in the New Business Enrollment Packet.

2b. Transfer Authorization for Registered Representative

☐ By checking this box, you have authorized and directed Nationwide to accept instructions from the Registered Representative signing this application to execute exchanges among the investment options available under your Contract and/or to allocate any future Purchase Payments on your behalf. This power is personal to the Registered Representative, but may be delegated by written notification to Nationwide and only to individuals employed or under control of the Registered Representative for administrative/processing purposes. This power is not available for use by any person or organization providing any type market-timing advice or service. Nationwide may revoke the authority of the Registered Representative to act on your behalf at any time by written notification to you.

If the box above is checked, your signature and the Registered Representative's signature at the end of this application represents agreement for yourselves, your heirs and the legal representatives of your estates and your successors in interest or assigns to release and hold harmless Nationwide from any and all liability in reliance on instructions given under the authority described above. You and the Registered Representative also agree to jointly and severally indemnify Nationwide for and against any claim, liability or expense arising out of any action taken by Nationwide in reliance of such instructions.

2c. Purchase Payment

Approximate Amount: \$ 1,000,000.00 (\$15,000 initial minimum.)

Payment Submitted Via: ☒ Check ☐ Wire ☐ 1035(a) Exchange* ☐ Transfer/Rollover*

* Additional forms required. Please see the forms table in the New Business Enrollment Packet.

Complete this page only if you want the CPPLI Option.

Page 3 of 8

3. Contract Options Election of Options in this section increases the Variable Account charges on your contract. Consult your prospectus.

3a. Capital Preservation Plus Lifetime Income (CPPLI) *Not available if the C-Schedule, 5% Extra Value, or Nationwide Lifetime Income Option (L.Inc) is elected.*

Contract Owner, or Annuitant in the case of non-natural Contract Owner, must be age 35 or older.

Choose one program from Box A, or one program from Box B.

If the Program Duration and Fund Option selected includes a GTO allocation, Nationwide will automatically allocate a portion of your Purchase Payment/Contract Value to a Guaranteed Term Option (GTO) matching the duration of your elected Program. For example, if you elect a 5 year Program, Nationwide will automatically allocate a portion of your Purchase Payment/Contract Value to the 5 year GTO. See the prospectus and Capital Preservation Plus Lifetime Income Option attached to your Contract for details.

A Enhanced Equity Exposure Program (Select duration/fund option below)



Choose only one box below.

Program Duration			Fund Option (select only one)
5 Year	7 Year	10 Year	
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Nationwide Custom Portfolio (Nationwide Custom Portfolio requires submission of a Custom Portfolio Administrative form which is located in the New Business Enrollment Packet.)
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	American Funds Option (34% American Funds NVIT Growth-Income Fund, 33% American Funds NVIT Asset Allocation Fund, 33% American Funds NVIT Bond Fund)
		<input type="checkbox"/>	American Funds NVIT Asset Allocation Fund
	<input type="checkbox"/>	<input type="checkbox"/>	Fidelity VIP Freedom Fund 2010
		<input type="checkbox"/>	Fidelity VIP Freedom Fund 2020
		<input type="checkbox"/>	Fidelity VIP Freedom Fund 2030
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Nationwide NVIT Investor Dest. Conservative Fund
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Nationwide NVIT Investor Dest. Moderately Conservative Fund
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Balanced Option (50% Nationwide NVIT Investor Dest. Moderate Fund and 50% Nationwide NVIT Investor Dest. Moderately Conservative Fund)
	<input type="checkbox"/>	<input type="checkbox"/>	Nationwide NVIT Investor Dest. Moderate Fund
	<input type="checkbox"/>	<input type="checkbox"/>	Capital Appreciation Option (50% Nationwide NVIT Investor Dest. Moderate Fund and 50% Nationwide NVIT Investor Dest. Moderately Aggressive Fund)
		<input type="checkbox"/>	Nationwide NVIT Investor Dest. Moderately Aggressive Fund
		<input type="checkbox"/>	Nationwide NVIT Investor Dest. Aggressive Fund
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Nationwide Allocation Architect Conservative Model
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Nationwide Allocation Architect Moderately Conservative Model
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Nationwide Allocation Architect Balanced Model
	<input type="checkbox"/>	<input type="checkbox"/>	Nationwide Allocation Architect Moderate Model
	<input type="checkbox"/>	<input type="checkbox"/>	Nationwide Allocation Architect Capital Appreciation Model
		<input type="checkbox"/>	Nationwide Allocation Architect Moderately Aggressive Model



Nationwide Allocation Architect Models require a signed customer agreement which is located in the New Business Enrollment Packet.

PLEASE NOTE: When electing this Option, your allocation may not be transferred from the fund/model you select above for the duration of your program. If you surrender from the fund/model you select above while the program you have elected is in effect, you will lose all guarantees associated with the CPPLI Option.

☐ Check here if there will be multiple transfers or 1035 Exchanges into this Option.
(IMPORTANT: Nationwide must know of all possible transfers at the inception of the Contract.)

B Standard Program

Select one program duration:

- ☐ 5 Year *
- ☐ 7 Year *
- ☐ 10 Year *

(These program durations are subject to availability.)

* These program durations include GTO.

STOP If you have elected the Standard Program be sure to choose fund allocations in Section 4.

This Option may have limited usefulness when elected in conjunction with tax-qualified contract types because partial withdrawals made to satisfy minimum distribution rules might result in a proportional reduction in the Benefit Base. If you plan to exercise the benefit before or after your required minimum distribution beginning date under a tax-qualified contract, you should consider whether the benefit is appropriate for your circumstances. You should consult your tax advisor.

Complete this page if you want the L.Inc Option.

Page 4 of 8

3b. The Nationwide Lifetime Income OptionSM (L.Inc) *Not available with CPPI or the C-Schedule Options.*

Contract Owner, or Annuitant in the case of non-natural Contract Owner, must be between the age of 45 and 85. Select one or more funds from Box A, or one model from Box B.

A Whole percentages only. Must add up to 100%.

- % American Funds NVIT Asset Allocation Fund
- % Fidelity VIP Freedom Fund 2010
- % Fidelity VIP Freedom Fund 2020
- % Nationwide NVIT Investor Dest. Conservative Fund
- % Nationwide NVIT Investor Dest. Moderately Conservative Fund
- % Nationwide NVIT Investor Dest. Moderate Fund
- % Nationwide NVIT Investor Dest. Moderately Aggressive Fund

= 100%

OR

Elect one option only. 100% of the variable money in the contract will be allocated to option elected.

- ☐ American Funds Option (34% American Funds NVIT Growth-Income Fund, 33% American Funds NVIT Asset Allocation Fund, 33% American Funds NVIT Bond Fund)
- ☐ Balanced Option (50% Nationwide NVIT Investor Dest. Moderate Fund and 50% Nationwide NVIT Investor Dest. Moderately Conservative Fund)
- ☐ Capital Appreciation Option (50% Nationwide NVIT Investor Dest. Moderate Fund and 50% Nationwide NVIT Investor Dest. Moderately Aggressive Fund)

B Elect one option only. 100% of the variable money in the contract will be allocated to option elected.

STOP Nationwide Allocation Architect Models require a signed customer agreement which is located in the New Business Enrollment Packet.

- ☐ Nationwide Allocation Architect -Conservative Model
- ☐ Nationwide Allocation Architect -Moderately Conservative Model
- ☐ Nationwide Allocation Architect -Balanced Model
- ☐ Nationwide Allocation Architect - Moderate Model
- ☐ Nationwide Allocation Architect -Capital Appreciation Model
- ☐ Nationwide Allocation Architect - Moderately Aggressive Model

OR

STOP Nationwide Custom Portfolio requires submission of a Custom Portfolio Administrative form which is located in the New Business Enrollment Packet.

- ☐ Nationwide Custom Portfolio

STOP If you want to begin immediate income, you must complete the L.Inc Administrative form in the New Business Enrollment Packet.

Please check the box which best describes your anticipated use of this benefit.

- ☐ Immediately ☐ In _____ years ☐ Not Sure

By electing the Spousal Continuation Benefit, you are accepting additional charges and naming your spouse as a Joint Determining Life. (Spouse must be between the age of 45 and 85.) Please note that lifetime income percentage will be based on the age of the younger spouse. The Determining Life and Joint Determining Life must be named as sole Primary Beneficiaries in section 1f.

- ☐ Spousal Continuation Benefit ☐ Same as Co-Annuitant

First Name: MI: Last Name:

Date of Birth: / / Sex: ☐ M ☐ F Soc. Sec. No. or Tax ID: - -

Complete this page if you want an Enhanced Death Benefit, a shorter CDSC Schedule, the Beneficiary Protector II Option, an Extra Value Option, or the Nationwide Allocation Architect Option.

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3c. Death Benefits Includes a Standard Death Benefit unless an Enhanced Death Benefit is elected.

I elect (choose only one): ☒ One-Month Enhanced Death Benefit (Annuitant/Co-Annuitant, age 75 or younger.)
☐ Combination Enhanced Death Benefit II - Greater of One-Year/5% Interest (Annuitant/Co-Annuitant, age 75 or younger.)

3d. CDSC Schedules Includes a Standard 8-Year CDSC (B-Schedule) unless the L- or C-Schedule Option is elected.

I elect (choose only one): ☐ 4-year CDSC (L-Schedule)
☐ No CDSC (C-Schedule) Not available with CPPLI or L.Inc Options.

3e. Beneficiary Protector II Not available in NJ and ND.

I elect: ☒ Beneficiary Protector II (Annuitant/Co-Annuitant, age 75 or younger.)

3f. Extra Value Not available in MN.

I elect (choose only one): ☐ 3% Extra Value ☐ 4% Extra Value ☒ 5% Extra Value (Not available with CPPLI.)

4. Investment Options

4a. Nationwide Allocation Architect



Nationwide Allocation Architect Models require a signed customer agreement which is located in the New Business Enrollment Packet.

Elect only one Model below.

- ☐ Nationwide Allocation Architect - Conservative Model
- ☐ Nationwide Allocation Architect - Moderately Conservative Model
- ☐ Nationwide Allocation Architect - Balanced Model
- ☐ Nationwide Allocation Architect - Moderate Model
- ☐ Nationwide Allocation Architect - Capital Appreciation Model
- ☐ Nationwide Allocation Architect - Moderately Aggressive Model
- ☐ Nationwide Allocation Architect - Aggressive Model (Not available with Enhanced CPPLI or L.Inc Options.)

OR



Nationwide Custom Portfolio requires submission of a Custom Portfolio Administrative form which is located in the New Business Enrollment Packet (Only available with CPPLI or L.Inc Options.)

- ☐ Nationwide Custom Portfolio
- ☐ American Funds Option (34% American Funds NVIT Growth-Income Fund, 33% American Funds NVIT Asset Allocation Fund, 33% American Funds NVIT Bond Fund) (Only available with CPPLI or L.Inc Options.)



Skip this section if you have elected Enhanced CPPLI or L.Inc Options.

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4b. Purchase Payment Allocation and Disclosures Must be whole percentages and must add up to 100%.

Funds designated by an * may include additional restrictions and/or charges. Please review the underlying fund prospectus carefully. The underlying investment options listed below are only available in variable annuity insurance products issued by life insurance companies or, in some cases, through participation in certain qualified pension or retirement plans. They are NOT offered to the general public directly.

Asset Rebalancing – Only the variable portion of the allocations will be rebalanced. Not available with L.Inc or the Enhanced CPPLI Option(s). ☐ Monthly ☐ Quarterly ☐ Semi-Annually ☐ Annually

Dollar Cost Averaging (DCA) – DCA these allocations from:

- ☐ 6-month Enhanced (Not available with CPPLI or L.Inc)
☐ 12-month Enhanced (Not available with CPPLI or L.Inc)
☐ Interest Averaging Monthly
☐ Standard Fixed Account Monthly: Dollar Amount \$

Consult your prospectus for reference to Share Class.

AIM Variable Insurance Funds	% Nationwide NVT U.S. Growth Leaders Fund	<p>These funds CANNOT be purchased with the CPPLI Option.</p> <p>American Century Variable Portfolios, Inc.</p> <p>% American Century VP International Fund*</p> <p>Dreyfus</p> <p>% Dreyfus Investment Portfolios - Small Cap Stock Index Portfolio</p> <p>Federated Insurance Series</p> <p>% Federated Market Opportunity Fund II</p> <p>Fidelity Variable Insurance Products Fund</p> <p>% VIP Energy Portfolio*</p> <p>% VIP Overseas Portfolio*</p> <p>Franklin Templeton Variable Insurance Products Trust</p> <p>% Franklin Small Cap Value Securities Fund</p> <p>% Templeton Developing Markets Securities Fund*</p> <p>% Templeton Foreign Securities Fund*</p> <p>% Templeton Global Income Securities Fund*</p> <p>Janus Aspen Series</p> <p>% International Growth Portfolio*</p> <p>Nationwide Variable Insurance Trust (NVIT)</p> <p>% American Funds NVIT Global Growth Fund</p> <p>% Federated NVT High Income Bond Fund*</p> <p>% Gartmore NVT Emerging Markets Fund*</p> <p>% Nationwide Multi-Manager NVT Small Cap Growth Fund</p> <p>% Nationwide Multi-Manager NVT Small Cap Value Fund</p> <p>% Nationwide Multi-Manager NVT Small Company Fund</p> <p>% Nationwide NVT Global Health Sciences Fund*</p> <p>% Nationwide NVT Global Technology and Communications Fund*</p> <p>% NVT International Index Fund*</p> <p>% NVT International Value Fund*</p> <p>% Van Kampen NVT Multi Sector Bond Fund</p> <p>Neuberger Berman Advisers Management Trust</p> <p>% AMT Fosclano Portfolio</p> <p>% AMT International Portfolio*</p> <p>Oppenheimer Variable Account Funds</p> <p>% Oppenheimer Global Securities Fund/VA*</p> <p>% Oppenheimer High Income Fund/VA</p> <p>% Oppenheimer Main Street Small Cap Fund/VA</p> <p>Van Kampen</p> <p>The Universal Institutional Funds, Inc.</p> <p>% U.S. Real Estate Portfolio</p>
% AIM V.I. Basic Value Fund	% NVT Mid Cap Index Fund	
% AIM V.I. Capital Appreciation Fund	% NVT Nationwide* Fund	
% AIM V.I. Capital Development Fund	% Van Kampen NVT Comstock Value Fund	
American Century Variable Portfolios, Inc.	Nationwide NVIT Investor Destinations Funds	
% American Century VP Mid Cap Value Fund	% Nationwide NVT Investor Dest. Conservative Fund	
% American Century VP Value Fund	% Nationwide NVT Investor Dest. Moderately Conservative Fund	
% American Century VP Vista Fund	% Nationwide NVT Investor Dest. Moderate Fund	
American Century Variable Portfolios II, Inc.	% Nationwide NVT Investor Dest. Moderately Aggressive Fund	
% American Century VP Inflation Protection Fund	% Nationwide NVT Investor Dest. Aggressive Fund	
Dreyfus	Neuberger Berman Advisers Management Trust	
% Dreyfus Stock Index Fund, Inc.	% AMT Regency Portfolio	
% Dreyfus Variable Investment Fund - Appreciation Portfolio	% AMT Socially Responsive Portfolio	
Federated Insurance Series	Oppenheimer Variable Account Funds	
% Federated Quality Bond Fund II	% Oppenheimer Capital Appreciation Fund/VA	
Fidelity Variable Insurance Products Fund	% Oppenheimer Main Street Fund* /VA	
% Fidelity VIP Freedom Fund 2010 Portfolio	T. Rowe Price Equity Series, Inc.	
% Fidelity VIP Freedom Fund 2020 Portfolio	% T. Rowe Price Blue Chip Growth Portfolio	
% Fidelity VIP Freedom Fund 2030 Portfolio	% T. Rowe Price Equity Income Portfolio	
% VIP Contrafund* Portfolio	% T. Rowe Price Limited Term Bond Portfolio	
% VIP Equity-Income Portfolio	Van Kampen	
% VIP Growth Portfolio	The Universal Institutional Funds, Inc.	
% VIP Investment Grade Bond Portfolio	% Core Plus Fixed Income Portfolio	
% VIP Mid Cap Portfolio	Passive Packaged Options (Elect only One Option. 100% of variable money in the contract will be allocated to Option elected.)	
Franklin Templeton Variable Insurance Products Trust	<input type="checkbox"/> Balanced Option (50% Nationwide NVT Investor Dest. Moderate Fund and 50% Nationwide NVT Investor Dest. Moderately Conservative Fund)	
% Franklin Income Securities Fund	<input type="checkbox"/> Capital Appreciation Option (50% Nationwide NVT Investor Dest. Moderate Fund and 50% Nationwide NVT Investor Dest. Moderately Aggressive Fund)	
Janus Aspen Series	STOP Do not select GTO option if you elected CPPLI.	
% Forty Portfolio	Nationwide Life Insurance Company	
% INTECH Risk-Managed Core Portfolio	% Fixed Account (Not available if C-Schedule Option is elected.)	
Lehman Brothers Advisers Management Trust	MVA/Guar. Term Option (GTO)	
% AMT Short Duration Bond Portfolio	\$1,000 minimum for each MVA/GTO Option selected.	
MFS* Variable Insurance Trust	% 3 Year	
% MFS Value Series	% 5 Year	
Nationwide Variable Insurance Trust (NVIT)	% 7 Year	
% American Funds NVIT Asset Allocation Fund	% 10 Year	
% American Funds NVT Bond Fund		
% American Funds NVT Growth Fund		
% American Funds NVIT Growth-Income Fund		
% Nationwide NVIT Government Bond Fund		
% Nationwide NVT Mid Cap Growth Fund		
100% Nationwide NVT Money Market Fund		

VAA-0103AO.5

STANDARD AADD/NQ 08/2007

On this page, Section 6 must be completed
and the contract owner MUST sign the application.

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5. State Disclosures

Notice to FL, MN, ND, SC, SD and TX Residents Only: Annuity payments, death benefits, surrender values, and other Contract values provided by this Contract, when based on the investment performance of a separate account, or when subject to a Market Value Adjustment are variable, may increase or decrease in accordance with the fluctuations in the net investment factor or application of a Market Value Adjustment, as applicable, and are not guaranteed as to fixed-dollar amount, unless otherwise specified. A Market Value Adjustment may be assessed on any Guaranteed Term Options that have not matured just prior to Annuitization and would be in addition to the scheduled surrender penalty charge.

Additionally, any benefits, values or payments based on performance of the underlying investment options may vary and are NOT guaranteed by Nationwide Life Insurance Company, any other insurance company, by the U.S. Government, or any State Government. They are NOT federally insured by the FDIC, the Federal Reserve Board or any agency Federal or State.

Notice to AR, CO, KY, LA, ME, NM, OH and TN Residents Only: Any person who, knowingly and with intent to injure, defraud or deceive any insurance company or other person, files an application for insurance or statement of claim containing any materially false information or conceals for the purpose of misleading information concerning any fact material thereto commits a fraudulent insurance act, which may be a crime and may subject such person to criminal and civil penalties, fines, imprisonment, or a denial of insurance benefits.

Notice to MN Residents Only: This Contract is not protected by the Minnesota Life and Health Insurance Guaranty Association or the Minnesota Insurance Guaranty Association. In the case of insolvency, payment of

claims is not guaranteed. Only the assets of the insurer will be available to pay your claim.

Notice to DC Residents Only: WARNING: It is a crime to provide false or misleading information to an insurer for the purpose of defrauding the insurer or any other person. Penalties include imprisonment and/or fines. In addition, an insurer may deny insurance benefits if false information materially related to a claim was provided by the applicant.

Notice to PR Residents: Any person who knowingly, or with the intention to defraud, includes false information in an application for insurance, or files, assists or abets in the filing of a fraudulent claim to obtain payment for a loss or other benefit, or files more than one claim for the same loss or damage, commits a felony. If found guilty, said person shall be punished for each violation with a fine of no less than five thousand dollars (\$5,000), not to exceed ten thousand (\$10,000); or imprisoned for a fixed term of three (3) years, or both. If aggravating circumstances are present, the jail term may be reduced to a minimum of two (2) years.

Notice to OK Residents Only: Any person who knowingly and with intent to defraud any insurance company or other person files an application for insurance or statement of claim containing any materially false information or conceals for the purpose of misleading information concerning any fact material thereto commits a fraudulent insurance act, which is a crime and subjects such person to criminal and civil penalties.

Notice to NJ Residents Only: Any person who includes false or misleading information on an application for an insurance policy is subject to criminal and civil penalties.

6. Contract Owner Signatures and Authorizations

☒ Yes ☐ No Do you have existing life insurance or annuity contracts?

☐ Yes ☒ No Will the applied for Contract replace any existing life insurance or annuity contracts?



If you answered "yes" to EITHER question above, your state may require NAIC replacement forms. Please look in the New Business Enrollment Packet to see if your state requires additional NAIC replacement forms.

The contract payments or values under the variable annuity provisions of the Contract are variable and are not guaranteed as to fixed dollar amount.

I understand the purpose and intent of this Contract is to offer benefits to single individuals and their beneficiaries. I hereby acknowledge that this Contract will not be used with other contracts issued by Nationwide to cover a single life with more than \$1 million in premium without permission from Nationwide, and that I do not represent a corporate entity or institutional investor. I do not intend to assign any benefits under this contract to a corporate entity or institutional investor.

To the best of my knowledge and belief, I hereby represent my answers to the above questions and all statements herein to be accurate and complete. I acknowledge that I have received and understand the current prospectus for this variable annuity Contract. I also understand that the Guaranteed Term Options of the Multiple Maturity Account that have not matured (reached the Maturity Date) may be subject to an automatic Market Value Adjustment just prior to Annuitization.

NOTICE TO FLORIDA RESIDENTS ONLY: Any person who knowingly and with intent to injure, defraud, or deceive any Company files a statement of claim or an application containing any false, incomplete, or misleading information is guilty of a felony of the third degree.

When you sign this application, you are agreeing to the elections you have made and acknowledging your understanding of the terms and conditions described in this application. If you have any questions, ask your Registered Representative BEFORE you sign this application.



Contract Owner
Must Sign Here:

[Signature]

Joint Contract Owner Signature (if any): ☒

State In Which Application Was Signed

RI Date: 3/18/08

Contract Owner's Daytime Phone Number: ()

Contract Owner's E-Mail Address:

On this page, the Registered Representative
MUST provide his or her information.

Page 5 of 8

7. Registered Representative* Information

7a. Primary Registered Representative* Information (Please print.)

- ☒ Yes ☐ No Are you aware of any existing annuities or insurance owned by the applicant?
☐ Yes ☒ No Will the applied for Contract replace any existing life insurance or annuity contracts?

First Name: Edward MI: L Last Name: Maggiacomo Jr

Phone: (401) 883-3955 Percentage 100 %

E-Mail: edme@eprworld.com

Broker/Dealer Name: LifeMark Securities Corp

SSN #: [REDACTED] (Not required if broker and broker dealer name are printed clearly above.)

When the Registered Representative signs this application, he/she is agreeing to all the terms and conditions applicable to him/her as the Registered Representative.

Signature: X [Signature]

Florida License Identification #: (Florida Agents only): [REDACTED]

* Registered Representatives are Insurance Agents.

7b. Additional Registered Representative* Information (Please print.)

- ☐ Yes ☐ No Are you aware of any existing annuities or insurance owned by the applicant?
☐ Yes ☐ No Will the applied for Contract replace any existing life insurance or annuity contracts?

First Name: [REDACTED] MI: [REDACTED] Last Name: [REDACTED]

Phone: () Percentage %

E-Mail: [REDACTED]

Broker/Dealer Name: [REDACTED]

SSN #: [REDACTED] (Not required if broker and broker dealer name are printed clearly above.)

When the Registered Representative signs this application, he/she is agreeing to all the terms and conditions applicable to him/her as the Registered Representative.

Signature: X [REDACTED]

Florida License Identification #: (Florida Agents only): [REDACTED]

* Registered Representatives are Insurance Agents.

Affix Registered Representative label here if applicable.

IMPORTANT NOTICE: Replacement of Life Insurance or Annuities

This document must be signed by the applicant and the producer, if there is one, and a copy left with the applicant.

You are contemplating the purchase of a life insurance policy or annuity contract. In some cases, this purchase may involve discontinuing or changing an existing policy or contract. If so, a replacement is occurring. Financed purchases are also considered replacements.

A replacement occurs when a new policy or contract is purchased and, in connection with the sale, you discontinue making premium payments on the existing policy or contract, or an existing policy or contract is surrendered, forfeited, assigned to the replacing insurer, or otherwise terminated or used in a financed purchase.

A financed purchase occurs when the purchase of a new life insurance policy involves the use of funds obtained by the withdrawal or surrender of or by borrowing some or all of the policy values, including accumulated dividends, of an existing policy, to pay all or part of any premium or payment due on the new policy. A financed purchase is a replacement.

You should carefully consider whether a replacement is in your best interest. You will pay acquisition costs and there may be surrender costs deducted from your policy or contract. You may be able to make changes to your existing policy or contract to meet your insurance needs at less cost. A financed purchase will reduce the value of your existing policy and may reduce the amount paid upon the death of the insured.

We want you to understand the effects of replacements before you make your purchase decision and ask that you answer the following questions and consider the questions on the back of this form.

1. Are you considering discontinuing making premium payments, surrendering, ~~forfeiting~~, assigning to the insurer, or otherwise terminating your existing policy or contract? ☐ YES ☒ NO
2. Are you considering using funds from your existing policies or contracts to pay premiums due on the new policy or contract? ☐ YES ☒ NO

If you answered "yes" to either of the above questions, list each existing policy or contract you are contemplating replacing (include the name of the insurer, the insured or annuitant, and the contract number if available) and whether each policy or contract will be replaced or used as a source of financing:

Insurer Name	Contract or Policy #	Insured or Annuitant	Replaced (R) or Financed (F)

Make sure you know the facts. Contact your existing company or its agent for information about the old policy or contract. If you request one, an in-force illustration, policy summary or available disclosure documents must be sent to you by the existing insurer. Ask for and retain all sales material used by the agent in the sales presentation. Be sure that you are making an informed decision.

If you are replacing a policy or contract, upon its issuance, the policy or contract may be returned within 30 days from the date of delivery. Note that this return period may be longer than what is reflected in your policy or contract. For variable and market value adjustment policies or contracts, you will receive a payment of cash surrender value provided under the policy or contract, including any fees and other charges deducted from the gross premiums or considerations or imposed under such policy or contract. For fixed policies or contracts, you will receive a refund of your premiums paid.

A replacement may not be in your best interest, or your decision could be a good one. You should make a careful comparison of the costs and benefits of your existing policy or contract and the proposed policy or contract. One way to do this is to ask the company or agent that sold you your existing policy or contract to provide you with information concerning your existing policy or contract. This may include an illustration of how your existing policy or contract is working now and how it would perform in the future based on certain assumptions. Illustrations should not, however, be used as a sole basis to compare policies or contracts. You should discuss the following with your agent to determine whether replacement or financing your purchase makes sense.

(Continued on next page)



Important Notice *Continued***PREMIUMS**

Are they affordable?
 Could they change?
 You're older -- are premiums higher for the proposed new policy?
 How long will you have to pay premiums on the new policy? On the old policy?

POLICY VALUES

New policies usually take longer to build cash values and to pay dividends.
 Acquisition costs for the old policy may have been paid; you will incur costs for the new one.
 What surrender charges do the policies have?
 What expense and sales charges will you pay on the new policy?
 Does the new policy provide more insurance coverage?

INSURABILITY

If your health has changed since you bought your old policy, the new one could cost you more, or you could be turned down.
 You may need a medical exam for a new policy.
 Claims on most new policies for up to the first two years can be denied based on inaccurate statements.
 Suicide limitations may begin anew on the new coverage.

IF YOU ARE KEEPING THE OLD POLICY AS WELL AS THE NEW POLICY

How are premiums for both policies being paid?
 How will the premiums on your existing policy be affected?
 Will a loan be deducted from death benefits?
 What values from the old policy are being used to pay premiums?

IF YOU ARE SURRENDERING AN ANNUITY OR INTEREST SENSITIVE LIFE PRODUCT

Will you pay surrender charges on your old contract?
 What are the interest rate guarantees for the new contract?
 Have you compared the contract charges or other policy expenses?

OTHER ISSUES TO CONSIDER FOR ALL TRANSACTIONS

What are the tax consequences of buying the new policy?
 Is this a tax-free exchange? (See your tax advisor.)
 Is there a benefit from favorable "grandfathered" treatment of the old policy under the federal tax code?
 Will the existing insurer be willing to modify the old policy?
 How does the quality and financial stability of the new company compare with your existing company?

The existing policy or contract is being replaced because:

No Replacement

Producer's statement: I represent that this transaction follows the Nationwide Replacement Policy, that I have used only insurer-approved sales material in connection with this sale and that copies of all sales material were left with the applicant.

All parties: I certify that the responses herein are, to the best of my knowledge, accurate:

Applicant's Signature: [Signature] Applicant's Printed Name: Manfred Steier Date: 3/18/08

Producer's Signature: [Signature] Producer's Printed Name: Ed Maggiano Date: 3/18/08

I do not want this notice read aloud to me. ☐ (Applicants must initial only if they do not want the notice read aloud.)



The BEST of AMERICA® Achiever Annuity™
COMMISSION ELECTION FORM

(ATTACH THIS FORM TO THE APPLICATION / ENROLLMENT CARD)

Certificate Owner/Contract Owner: Manfred Steiner Date: 3/10/08
 Broker Name: LifeMark Securities Corp
 Broker Phone Number: 401-883-8955
 Broker/Dealer Name: LifeMark Securities Corp

I elect the following Gross Commission payable to my Broker/Dealer.

B-SCHEDULE – Commission Election without Extra Value Rider.

Options for Annuitants Ages 0 - 80:

- ☐ Option 0 7.50% upfront with no trail
- ☐ Option 1 6.25% upfront with a 0.25% trail¹
- ☐ Option 2 5.00% upfront with a 0.50% trail¹
- ☐ Option 3 3.50% upfront with a 0.75% trail¹
- ☐ Option 4 2.00% upfront with a 1.00% trail¹
- ☐ Option 5 6.25% on new money deposited in years 0-3, 3.10% on new money deposited in years 4-7, 0% upfront thereafter with a 1.00% trail²

Options for Annuitants Ages 81-85:

- ☐ Option 0 3.75% upfront with no trail
- ☐ Option 1 3.10% upfront with a 0.25% trail¹
- ☐ Option 2 2.50% upfront with a 0.50% trail¹
- ☐ Option 5 3.10% on new money deposited in years 0-3, 1.55% on new money deposited in years 4-7, 0% upfront thereafter with a 1.00% trail²

B-SCHEDULE – Commission Election with Extra Value Rider.

Options for Annuitants Ages 0 - 80:

- ☒ Option 0 6.25% upfront with no trail
- ☐ Option 1 5.00% upfront with a 0.25% trail¹
- ☐ Option 2 3.75% upfront with a 0.50% trail¹
- ☐ Option 3 2.25% upfront with a 0.75% trail¹
- ☐ Option 4 0.75% upfront with a 1.00% trail¹
- ☐ Option 5 5.00% on new money deposited in years 0-3, 2.50% on new money deposited in years 4-7, 0% upfront thereafter with a 1.00% trail²

Options for Annuitants Ages 81-85:

- ☐ Option 0 2.50% upfront with no trail
- ☐ Option 1 1.90% upfront with a 0.25% trail¹
- ☐ Option 2 1.25% upfront with a 0.50% trail¹
- ☐ Option 5 2.50% on new money deposited in years 0-3, 1.25% on new money deposited in years 4-7, 0% upfront thereafter with a 1.00% trail²

¹Trail commission begins in the 5th calendar quarter or 13th month.

²Trail commission begins in the 29th calendar quarter or 85th month.

Note: Option #0 will be the default option.

L-SCHEDULE – Commission Election without Extra Value Rider.

Options for Annuitants Ages 0 - 80:

- ☐ Option 1 5.00% on new money deposited in years 0-1, 2.50% on new money deposited in years 2-3, 0% upfront thereafter with a 1.00% trail⁴
- ☐ Option 2 4.50% on new money deposited in years 0-1, 2.25% on new money deposited in years 2-3 with 0.25% trail³, 0% upfront thereafter with a 1.00% trail⁴
- ☐ Option 3 3.00% upfront with a 1.00% trail⁴

Options for Annuitants Ages 81-85:

- ☐ Option 1 2.50% on new money deposited in years 0-1, 1.25% on new money deposited in years 2-3, 0% upfront thereafter with a 1.00% trail⁴
- ☐ Option 2 2.00% on new money deposited in years 0-1, 1.00% on new money deposited in years 2-3 with 0.25% trail³, 0% upfront thereafter with a 1.00% trail⁴

L-SCHEDULE – Commission Election with Extra Value Rider.

Options for Annuitants Ages 0 - 80:

- ☐ Option 4 3.75% on new money deposited in years 0-1, 1.90% on new money deposited in years 2-3, 0% upfront thereafter with a 1.00% trail⁴
- ☐ Option 5 3.25% on new money deposited in years 0-1, 1.65% on new money deposited in years 2-3 with 0.25% trail³, 0% upfront thereafter with a 1.00% trail⁴
- ☐ Option 6 1.75% upfront with a 1.00% trail⁴

ONCE COMMISSION OPTION IS ELECTED NO CHANGES CAN BE MADE

Options for Annuitants Ages 81-85:

- ☐ Option 4 1.25% on new money deposited in years 0-1, 0.65% on new money deposited in years 2-3, 0% upfront thereafter with a 1.00% trail⁴
- ☐ Option 5 0.75% on new money deposited in years 0-1, 0.40% on new money deposited in years 2-3 with 0.25% trail³, 0% upfront thereafter with a 1.00% trail⁴

³Trail commission begins in the 5th through 12th calendar quarter or 13th through 36th month.

⁴Trail commission begins in the 13th calendar quarter or 37th month.

⁵Trail commission begins in the 5th calendar quarter or 13th month.

Note: Unless otherwise elected by the agent Option #1 will be the default option.

C-SCHEDULE – Commission Election without Extra Value Rider.**Options for Annuitants Ages 0 - 80:**

- ☐ Option 1 2.00% on new money deposited in months 1-6, 1.00% on new money deposited in months 7-12, 0% upfront thereafter with a 1.25% trail⁴

Options for Annuitants Ages 81-85:

- ☐ Option 1 1.00% on new money deposited in months 1-6, 0.50% on new money deposited in months 7-12, 0% upfront thereafter with a 1.00% trail⁴

C-SCHEDULE – Commission Election with Extra Value Rider.**Options for Annuitants Ages 0 - 80:**

- ☐ Option 1 1.75% on new money deposited in months 1-6, 0.90% on new money deposited in months 7-12, 0% upfront thereafter with a 1.00% trail⁴

Options for Annuitants Ages 81-85:

- ☐ Option 1 0.75% on new money deposited in months 1-6, 0.40% on new money deposited in months 7-12, 0% upfront thereafter with a 0.75% trail⁴

⁴Trail commission begins in the 5th calendar quarter or 13th month.

Note: Quarterly Trail compensation is computed at the end of each calendar quarter beginning with the quarter specified above. Trail compensation is computed by multiplying assets times trail percentage divided by 4.

Monthly trail compensation is computed at the end of each calendar month beginning with the month specified above. Trail compensation is computed by multiplying assets times trail percentage divided by 12.

ADDITIONAL CHARGEBACK PROVISIONS to The BEST of AMERICA® America's Achiever AnnuitySM Contracts:

In the event that any C Schedule Contract issued under this Agreement experiences a withdrawal, compensation paid on withdrawal amounts will be charged back to the General Agent:

- There will be NO charge back of compensation on withdrawals up to 15% of Contract premium.
- Within the first 6 months from the date of issue, the full compensation paid thereon shall be charged back.
- Within the period from the 7th month through the 12th month after the contract issue date, 50% of the compensation shall be charged back.

All chargebacks may be applied against current and future compensation payable to the General Agent.

INTERNAL EXCHANGES to The BEST of AMERICA® America's Achiever AnnuitySM

INTERNAL EXCHANGES from any Nationwide Life Insurance Company or Nationwide Life and Annuity Insurance Company Fixed or Variable Annuity Contract to any Nationwide Life Insurance Company or Nationwide Life and Annuity Insurance Company Fixed or Variable Annuity Contract, other than those internal exchanges made to America's marketFLEX Annuity:

Full CDSC will be assessed and no chargebacks will be applied on any previous compensation paid on the original Contract unless otherwise specified in the chargeback section of individual product compensation schedules. The amount of compensation paid will be 100% of the compensation on the new Contract.

Internal Exchanges from The Best of America® Group Pensions Series Contract/Program: If the Upfront Compensation Option is elected, the compensation shall be reduced in the amount equal to the amount of the Contingent Deferred Sales Charge on The Best of America® Group Pensions Series contract/program ("CDSC Amount"). The Trail Compensation Options may only be elected when the Total Payout Rate ("Upfront Compensation") is equal to or greater than the CDSC Amount that was waived. Where the Trail Compensation Options can be elected, the amount of the Upfront Compensation shall be reduced by the CDSC Amount.

General Agent understands and acknowledges that Nationwide does not endorse, recommend, or promote annuity exchanges, including in particular internal exchanges involving the exchange of one Nationwide annuity product for another. The appropriateness of such transactions is entirely a matter to be decided by investor/clients/prospective contract owners in consultation with General Agent's registered representatives. General Agent also understands and acknowledges that, in accordance with various pronouncements made by the Securities and Exchange Commission (SEC), Nationwide, as a wholesaler of variable annuity products, will track and monitor internal exchange data to (1) ensure that internal exchange volumes deriving from transactions initiated by broker-dealer firms are consistent with the so-called "retail exception" under Section 11 of the Investment Company Act of 1940 and (2) provide a record that may be used in connection with regulatory audits, including audits conducted by the SEC and the National Association of Securities Dealers.

ONCE COMMISSION OPTION IS ELECTED NO CHANGES CAN BE MADE

APO-2724-73-E

02/2007

EXHIBIT C



April 14, 2009

Manfred Steiner

[REDACTED]
Riverside, RI 02915

Re: Annuity Contract 01-6029500

Dr. Steiner,

After reviewing the death claim request submitted for the above annuity contract, Nationwide Life Insurance Company ("Nationwide") has determined that multiple annuity contracts were issued on the life of Sheryl Stroup, the annuitant of the above contract, in contravention of contract provisions regarding Nationwide's assumption of risk.

The above contract has therefore been rescinded and we are returning to you the Surrender Value pursuant to the contract's terms. Please refer to your annuity contract for further information. Please also note that Nationwide reserves all other grounds for rescission and all other rights and remedies that are or may be available to it in respect of the initial issuance and the rescission of the above contract.

Enclosed please find a check for the Surrender Value of the contract.

NATIONWIDE LIFE INSURANCE COMPANY

09 235 ML

JS-44 (Rev. 3/08 RJ)

CIVIL COVER SHEET

I. (a) PLAINTIFFS

Nationwide Life Insurance Company

(b) County of Residence of First Listed Plaintiff Franklin (OH)
(EXCEPT IN U.S. PLAINTIFF CASES)

(c) Attorney's (Firm Name, Address, and Telephone Number)

Robert D. Fier (2447)
Chas. Ruffenberg & Freedman, LLP
One Park Row, Suite 300
Providence RI 02903 401-453-6400

DEFENDANTS

Manfred Steiner and Shola Steiner
ProvidenceCounty of Residence of First Listed Defendant
(IN U.S. PLAINTIFF CASES ONLY)
NOTE: IN LAND CONDEMNATION CASES, USE THE LOCATION OF THE LAND INVOLVED.

Attorneys (If Known)

R. Daniel Prentiss
Prentiss Law Firm
One Turkey Head Place, Suite 380, Providence RI 02903

II. BASIS OF JURISDICTION (Place an "X" in One Box Only)

- ☐ 1 U.S. Government Plaintiff
- ☐ 2 U.S. Government Defendant
- ☐ 3 Federal Question (U.S. Government Not a Party)
- ☒ 4 Diversity (Indicate Citizenship of Parties in Item III)

III. CITIZENSHIP OF PRINCIPAL PARTIES (Place an "X" in One Box for Plaintiff and One Box for Defendant)

- Citizen of This State PTF ☐ 1 DEF ☒ 1
- Citizen of Another State ☐ 2 ☐ 2
- Citizen or Subject of a Foreign Country ☐ 3 ☐ 3
- Incorporated or Principal Place of Business In This State PTF ☐ 4 DEF ☐ 4
- Incorporated and Principal Place of Business In Another State ☒ 5 ☐ 5
- Foreign Nation ☐ 6 ☐ 6

IV. NATURE OF SUIT (Place an "X" in One Box Only)

Admiralty

- ☐ 340 Marine (Injury to Seamen)
- ☐ 120 Marine (Other)

Admin/Agency Appeals Other

- ☐ 890 Other Statutory Actions (APA Appeals, IDEA Appeals, Other)

Bankruptcy

- ☐ 422 Appeal 28 U.S.C. § 158
- ☐ 423 Withdrawal 28 U.S.C. § 157

Banks and Banking

- ☐ 140 Negotiable Instruments
- ☐ 430 Banks and Banking
- ☐ 875 Customer Challenge to Subpoena (12 U.S.C. § 3410)

Anti-trust

- ☐ 410 Anti-Trust

Construction Contracts

- ☐ 130 Miller Act
- ☐ 190 Other Contracts

Securities Law & Stockholder Suits

- ☐ 160 Stockholders' Suits
- ☐ 850 Securities/Commodities/Exchange

Other - Business/Comm.

- ☐ 196 Franchise
- ☐ 490 Cable/Satellite TV

Consumer Credit

- ☐ 371 Truth in Lending
- ☐ 480 Consumer Credit
- ☐ 190 Other Contracts

Constitutional Law

- ☐ 950 Constitutionality of State Statutes
- ☐ 440 Other Civil Rights (Constitutionality of Federal Statutes)

Elections and Voting

- ☐ 400 State Reapportionment
- ☐ 441 Voting

Other - Civil Rights

- ☐ 440 Other Civil Rights
- ☐ 443 Housing/Accommodations
- ☐ 444 Welfare
- ☐ 446 Americans with Disabilities

Civil Rights

Copyright & Trademark (Intellectual Property)

- ☐ 820 Copyright
- ☐ 840 Trademark

Employment and Employee Benefits

Employment Discrimination

- ☐ 442 Employment
- ☐ 445 Americans with Disabilities-Employment
- ☐ 440 Other - Civil Rights

ERISA

- ☐ 791 Employment Ret. Inc. Security Act

Other Employment Benefits

- ☐ 190 Other - Contract
- ☐ 442 Other - Employment

Environmental Law

- ☐ 893 Environmental Matters

Immigration

- ☐ 462 Naturalization Application
- ☐ 463 Habeas Corpus - Alien Detainees
- ☐ 465 Other Immigration Actions

Indian Law

- ☐ 890 Other Statutory Actions

Insurance

- ☐ 110 Insurance Contract

Labor and Occupational Safety

- ☐ 660 Occupational Safety/Health
- ☐ 710 Fair Labor Standards Act
- ☐ 720 Labor/Management Relations
- ☐ 730 Labor/Management Reporting and Disclosure Act
- ☐ 740 Railway Labor Act
- ☐ 790 Other Labor Litigation

Miscellaneous Civil Cases

- ☐ 150 Recovery of Overpayment and Enforcement of Judgment (Collections)
- ☐ 151 Medicare Act
- ☐ 152 Recovery of Defaulted Student Loans (excluding Veterans)
- ☐ 153 Recovery of Overpayment of Veterans' Benefits
- ☐ 370 Other Fraud
- ☐ 440 Other Civil Rights (Immigration/Deportation)
- ☐ 450 Commerce
- ☐ 460 Deportation
- ☐ 610 Agriculture
- ☐ 620 Other Food and Drug
- ☐ 625 Drug related seizure of property
- ☐ 630 Liquor Laws
- ☐ 640 Railroad and Truck

Miscellaneous Civil Cases Continued

- ☐ 650 Airline Regs.
- ☐ 690 Other (Forfeiture)
- ☐ 690 Other (Health Care)
- ☐ 810 Selective Service
- ☐ 870 Taxes (U.S. Plaintiff or Defendant)
- ☐ 871 IRS-Third Party (26 U.S.C. § 7609)
- ☒ 890 Other Statutory Actions
- ☐ 891 Agricultural Acts
- ☐ 892 Economic Stabilization Act
- ☐ 894 Energy Allocation Act
- ☐ 895 Freedom of Information Act
- ☐ 900 Appeal of Fee Determination under Equal Access to Justice Act

Patents (Intellectual Property)

- ☐ 830 Patents

Prisoner Petitions

- ☐ 510 Motions to Vacate Sentence (2254)
- ☐ 510 Motions to Vacate Sentence (2255)
- ☐ 530 General (Habeas)
- ☐ 535 Death Penalty
- ☐ 540 Mandamus and Other
- ☐ 550 Civil Rights (1983)
- ☐ 555 Prison Conditions (1983)

Real and Personal Property

- ☐ 210 Land Condemnation
- ☐ 220 Foreclosure
- ☐ 230 Rent, Lease and Ejectment
- ☐ 240 Torts to Land
- ☐ 290 All other Real Property
- ☐ 380 Other Personal Property Damage

RICO

- ☐ 470 RICO

Social Security

- ☐ 861 HIA (1395ff)
- ☐ 862 Black Lung (923)
- ☐ 863 DIWC/DIWW (405(g))
- ☐ 864 SSID Title XVI
- ☐ 865 RSI (405(g))

Mass Torts

- ☐ 360 Other Personal Injury

Products Liability

- ☐ 195 Contract Product Liability
- ☐ 245 Tort Product Liability
- ☐ 315 Airplane Product Liability
- ☐ 345 Marine Product Liability
- ☐ 355 Motor Vehicle Product Liability
- ☐ 365 Personal Injury Product Liability
- ☐ 385 Property Damage Product Liability

Professional Malpractice

- ☐ 362 Personal Injury - Med. Malpractice

Motor Vehicle Accidents/Slip and Fall

- ☐ 350 Motor Vehicles
- ☐ 360 Other Personal Injury

Other Torts and Personal Injury incl. Asbestos cases

- ☐ 360 Other Personal Injury (Fed. Tort Claims Act)
- ☐ 310 Airplane
- ☐ 320 Assault, Libel and Slander
- ☐ 330 Federal Employers' Liability
- ☐ 360 Other Personal Injury
- ☐ 368 Asbestos Personal Injury

Torts and Personal Injury

CONTINUED ON
REVERSE SIDE

V. ORIGIN (Place an "X" in One Box Only)

☒ 1
Original
Proceeding☐ 2
Removed from
State Court☐ 3
Remanded from
Appellate Court☐ 4
Reinstated or
Reopened☐ 5
Transferred from
another district
(Specify)☐ 6
Multidistrict
Litigation☐ 7
Appeal to District Judge
From Magistrate Judgment

VI. CAUSE OF ACTION

Cite the U.S. Civil Statute under which you are filing (Do not cite jurisdictional statutes unless diversity):

28 USC 2201, 28 USC 2202

Brief description of cause:

Declaratory Judgment as to rescission of annuity contract

VII. REQUESTED IN
COMPLAINT☐ Check if this is a Class Action
Under F.R.C.P. 23

DEMAND \$

JURY DEMAND: ☐ Yes ☒ No
(Check YES only if demanded in complaint)VIII. RELATED CASE(S)
IF ANY

JUDGE _____

DOCKET NUMBER _____

Because of the need for accurate and complete information, you should ensure the accuracy of the information provided prior to signing the form.

Date

May 19, 2009

Signature of Attorney of Record

Robert D. Fine, Jr.

INSTRUCTIONS FOR COMPLETING CIVIL COVER SHEET JS-44

Authority for Civil Cover Sheet

The JS-44 civil cover sheet and the information contained herein neither replaces nor supplements the filings and service of pleadings or other papers as required by law, except as provided by local rules of court. This form, approved by the Judicial Conference of the United States in September 1974, is required for the use of the Clerk of Court for the purpose of initiating the civil docket sheet. Consequently a civil cover sheet is submitted to the Clerk of Court for each civil complaint filed. Listed below are tips for completing the civil cover sheet. These tips coincide with the Roman Numerals on the Cover Sheet.

- I. COUNTY OF RESIDENCE OF FIRST LISTED PLAINTIFF/DEFENDANT (b) County of residence: For each civil case filed, except U.S. plaintiff cases, enter the name of the county where the first listed plaintiff resides at the time of filing. In U.S. plaintiff cases, enter the name of the county in which the first listed defendant resides at the time of filing. (NOTE: In land condemnation cases, the county of residence of the "defendant" is the location of the tract of land involved.)
- III. CITIZENSHIP OF PRINCIPAL PARTIES: This section is completed only if diversity of citizenship was selected as the Basis of Jurisdiction under Section II.
- IV. NATURE OF SUIT: Place an X in the appropriate box. Make sure to select the Nature of Suit from the category which best describes the primary cause of action found in your complaint. You must select only one nature of suit.
- VIII. RELATED CASES, IF ANY: This section of the JS-44 is used to reference related pending cases if any. If there are related pending cases, insert the docket numbers and the corresponding judge names for such cases.

FOR OFFICE USE ONLY

Receipt # _____ Amount _____ Applying IFP _____ Judge _____ Mag. Judge _____

The JS 44 civil cover sheet and the information contained herein neither replace nor supplement the filing and service of pleadings or other papers as required by law, except as provided by local rules of court. This form, approved by the Judicial Conference of the United States in September 1974, is required for the use of the Clerk of Court for the purpose of initiating the civil docket sheet. (SEE INSTRUCTIONS ON THE REVERSE OF THE FORM.)

I. (a) PLAINTIFFS

Nationwide Life Insurance Company

(b) County of Residence of First Listed Plaintiff Franklin County (OH)
(EXCEPT IN U.S. PLAINTIFF CASES)

(c) Attorney's (Firm Name, Address, and Telephone Number)

Robert D. Fine, Esq. (2447), Chace Ruttenberg & Freedman, LLP
One Park Row, Suite 300, Providence, RI 02903 (401) 453-6400

DEFENDANTS

Manfred Steiner and Sheila Steiner

County of Residence of First Listed Defendant
(IN U.S. PLAINTIFF CASES ONLY)

NOTE: IN LAND CONDEMNATION CASES, USE THE LOCATION OF THE
LAND INVOLVED.

Attorneys (If Known)

R. Daniel Prentiss, Esq., Prentiss Law Firm
One Turks Head Place, Suite 380, Providence, RI 02903

II. BASIS OF JURISDICTION (Place an "X" in One Box Only)

- ☐ 1 U.S. Government Plaintiff
- ☐ 2 U.S. Government Defendant
- ☐ 3 Federal Question (U.S. Government Not a Party)
- ☒ 4 Diversity (Indicate Citizenship of Parties in Item III)

III. CITIZENSHIP OF PRINCIPAL PARTIES (Place an "X" in One Box for Plaintiff and One Box for Defendant)

- | | PTF | DEF |
|---|---------------------------------------|---------------------------------------|
| Citizen of This State | <input type="checkbox"/> 1 | <input checked="" type="checkbox"/> 1 |
| Citizen of Another State | <input type="checkbox"/> 2 | <input type="checkbox"/> 2 |
| Citizen or Subject of a Foreign Country | <input type="checkbox"/> 3 | <input type="checkbox"/> 3 |
| Incorporated or Principal Place of Business In This State | <input type="checkbox"/> 4 | <input type="checkbox"/> 4 |
| Incorporated and Principal Place of Business In Another State | <input checked="" type="checkbox"/> 5 | <input type="checkbox"/> 5 |
| Foreign Nation | <input type="checkbox"/> 6 | <input type="checkbox"/> 6 |

IV. NATURE OF SUIT (Place an "X" in One Box Only)

- | | | | | | |
|---|--|---|--|--|--|
| <input type="checkbox"/> 110 Insurance | <input type="checkbox"/> 310 Airplane | <input type="checkbox"/> 362 Personal Injury - Med. Malpractice | <input type="checkbox"/> 610 Agriculture | <input type="checkbox"/> 422 Appeal 28 USC 158 | <input type="checkbox"/> 400 State Reapportionment |
| <input type="checkbox"/> 120 Marine | <input type="checkbox"/> 315 Airplane Product Liability | <input type="checkbox"/> 365 Personal Injury - Product Liability | <input type="checkbox"/> 620 Other Food & Drug | <input type="checkbox"/> 423 Withdrawal 28 USC 157 | <input type="checkbox"/> 410 Antitrust |
| <input type="checkbox"/> 130 Miller Act | <input type="checkbox"/> 320 Assault, Libel & Slander | <input type="checkbox"/> 368 Asbestos Personal Injury Product Liability | <input type="checkbox"/> 625 Drug Related Seizure of Property 21 USC 881 | <input type="checkbox"/> 820 Copyrights | <input type="checkbox"/> 430 Banks and Banking |
| <input type="checkbox"/> 140 Negotiable Instrument | <input type="checkbox"/> 330 Federal Employers' Liability | <input type="checkbox"/> 370 Other Fraud | <input type="checkbox"/> 630 Liquor Laws | <input type="checkbox"/> 830 Patent | <input type="checkbox"/> 450 Commerce |
| <input type="checkbox"/> 150 Recovery of Overpayment & Enforcement of Judgment | <input type="checkbox"/> 340 Marine | <input type="checkbox"/> 371 Truth in Lending | <input type="checkbox"/> 640 R.R. & Truck | <input type="checkbox"/> 840 Trademark | <input type="checkbox"/> 460 Deportation |
| <input type="checkbox"/> 151 Medicare Act | <input type="checkbox"/> 345 Marine Product Liability | <input type="checkbox"/> 380 Other Personal | <input type="checkbox"/> 650 Airline Regs. | <input type="checkbox"/> 861 HIA (1395ff) | <input type="checkbox"/> 470 Racketeer Influenced and Corrupt Organizations |
| <input type="checkbox"/> 152 Recovery of Defaulted Student Loans (Excl. Veterans) | <input type="checkbox"/> 350 Motor Vehicle | <input type="checkbox"/> 385 Property Damage Product Liability | <input type="checkbox"/> 660 Occupational Safety/Health | <input type="checkbox"/> 862 Black Lung (923) | <input type="checkbox"/> 480 Consumer Credit |
| <input type="checkbox"/> 153 Recovery of Overpayment of Veteran's Benefits | <input type="checkbox"/> 355 Motor Vehicle Product Liability | | <input type="checkbox"/> 690 Other | <input type="checkbox"/> 863 DIWC/DIWW (405(g)) | <input type="checkbox"/> 490 Cable/Sat TV |
| <input type="checkbox"/> 160 Stockholders' Suits | <input type="checkbox"/> 360 Other Personal Injury | | <input type="checkbox"/> 710 Fair Labor Standards Act | <input type="checkbox"/> 864 SSID Title XVI | <input type="checkbox"/> 810 Selective Service |
| <input type="checkbox"/> 190 Other Contract | | | <input type="checkbox"/> 720 Labor/Mgmt. Relations | <input type="checkbox"/> 865 RSI (405(g)) | <input type="checkbox"/> 850 Securities/Commodities/Exchange |
| <input type="checkbox"/> 195 Contract Product Liability | | | <input type="checkbox"/> 730 Labor/Mgmt. Reporting & Disclosure Act | | <input type="checkbox"/> 875 Customer Challenge 12 USC 3410 |
| <input type="checkbox"/> 196 Franchise | | | <input type="checkbox"/> 740 Railway Labor Act | | <input checked="" type="checkbox"/> 890 Other Statutory Actions |
| <input type="checkbox"/> 210 Land Condemnation | <input type="checkbox"/> 441 Voting | <input type="checkbox"/> 510 Motions to Vacate Sentence | <input type="checkbox"/> 790 Other Labor Litigation | <input type="checkbox"/> 870 Taxes (U.S. Plaintiff or Defendant) | <input type="checkbox"/> 891 Agricultural Acts |
| <input type="checkbox"/> 220 Foreclosure | <input type="checkbox"/> 442 Employment | <input type="checkbox"/> 530 General | <input type="checkbox"/> 791 Empl. Ret. Inc. Security Act | <input type="checkbox"/> 871 IRS—Third Party 26 USC 7609 | <input type="checkbox"/> 892 Economic Stabilization Act |
| <input type="checkbox"/> 230 Rent Lease & Ejectment | <input type="checkbox"/> 443 Housing/Accommodations | <input type="checkbox"/> 535 Death Penalty | | | <input type="checkbox"/> 893 Environmental Matters |
| <input type="checkbox"/> 240 Torts to Land | <input type="checkbox"/> 444 Welfare | <input type="checkbox"/> 540 Mandamus & Other | <input type="checkbox"/> 462 Naturalization Application | | <input type="checkbox"/> 894 Energy Allocation Act |
| <input type="checkbox"/> 245 Tort Product Liability | <input type="checkbox"/> 445 Amer. w/Disabilities - Employment | <input type="checkbox"/> 550 Civil Rights | <input type="checkbox"/> 463 Habeas Corpus - Alien Detainee | | <input type="checkbox"/> 895 Freedom of Information Act |
| <input type="checkbox"/> 290 All Other Real Property | <input type="checkbox"/> 446 Amer. w/Disabilities - Other | <input type="checkbox"/> 555 Prison Condition | <input type="checkbox"/> 465 Other Immigration Actions | | <input type="checkbox"/> 900 Appeal of Fee Determination Under Equal Access to Justice |
| | <input type="checkbox"/> 440 Other Civil Rights | | | | <input type="checkbox"/> 950 Constitutionality of State Statutes |

V. ORIGIN

(Place an "X" in One Box Only)

- ☒ 1 Original Proceeding
- ☐ 2 Removed from State Court
- ☐ 3 Remanded from Appellate Court
- ☐ 4 Reinstated or Reopened
- ☐ 5 Transferred from another district (specify)
- ☐ 6 Multidistrict Litigation
- ☐ 7 Appeal to District Judge from Magistrate Judgment

VI. CAUSE OF ACTION

Cite the U.S. Civil Statute under which you are filing (Do not cite jurisdictional statutes unless diversity):

28 USC 2201, 28 USC 2202

Brief description of cause:

Declaratory Judgment as to rescission of annuity contract

VII. REQUESTED IN COMPLAINT:

☐ CHECK IF THIS IS A CLASS ACTION UNDER F.R.C.P. 23

DEMAND \$

CHECK YES only if demanded in complaint:

JURY DEMAND: ☐ Yes ☒ No

VIII. RELATED CASE(S) IF ANY

(See instructions):

JUDGE

DOCKET NUMBER

DATE May 19, 2009

SIGNATURE OF ATTORNEY OF RECORD

Robert D. Fine, Randolph

FOR OFFICE USE ONLY

RECEIPT # AMOUNT APPLYING IFP JUDGE MAG. JUDGE